NOTICE TO PROSPECTIVE OFFERORS:

A presolicitation conference will be held in Washington, DC on December 7, 2005.   All prospective offerors are encouraged to attend the conference. For more information, see the Notice of Presolicitation Conference.

In accordance with the cover letter, if you have any comments on ways to improve the draft solicitation and/or overall procurement, please provide them via email to Amy Alvarey, Contract Specialist, at alvareya@sec.gov and Joanie F. Newhart, CPCM, Contracting Officer, at newhartj@sec.gov no later than Monday, December 19, 2005. We look forward to a productive series of discussions throughout this solicitation process.

SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

B.1 PREFACE

This contract consists of a three base year term followed by three option years. These are referred herein as Contract Years 1 through 6.

Table B-1 summarizes the price/cost by year for each of these parts.

Year	Total Price/Cost by Contract Year	
	EDGAR Operations and Maintenance	EDGAR Enhancements and Modernization
1	TBD	TBD
2		
3		
4		
5		
6		
Totals	TBD	TBD

Table B-1. Summary of Price/Cost by Year and Contract Part

Overall, this contract comprises Contract Line Item Numbers (CLINs) 001 through 027.

Tables B-2 through B-7 summarize total price/cost by CLIN for the each year.

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B.2 CLIN LIST

EDGAR Operations and Maintenance CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
001	Transition Activities	TBD	FFP
001.1	Year 1, Transition Management Plan (TMP)	TBD	FFP
001.2	Year 1, EDGAR Subsystems Transition	TBD	FFP
001.3	Year 1, Public Dissemination Subsystem Transition (OPTION)	TBD	FFP
002	Year 1, Operate and Maintain EDGAR Subsystems	TBD	FFP
003	Year 1, Operate and Maintain the Dissemination Subsystem	TBD	CPFF
003.1	Year 1, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION)	$0	Privatized
003.2	Year 1, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION)	TBD	FFP
004	Year 1, Provide Mandatory Systems Engineering	TBD	FFP
Year Total – EDGAR Operations and Maintenance		TBD	

EDGAR Enhancements and Modernization CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
005	Year 1, Mandatory Technical Support	TBD	T&M
026	Year 1, Provide Systems Engineering Support for Modernization Initiatives (OPTION)	TBD	T&M
027	Year 1, Modernization Architectures and Solutions (OPTION)	TBD	T&M
Year Total – EDGAR Modernization		TBD	
Year Total		TBD	

Table B-2. Year 1 Price/Cost by CLIN

EDGAR Operations and Maintenance CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
006	Year 2, Operate and Maintain EDGAR Subsystems	TBD	FFP
007	Year 2, Operate and Maintain the Dissemination Subsystem	TBD	CPFF
007.1	Year 2, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION)	$0	Privatized
007.2	Year 2, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION)	TBD	FFP
008	Year 2, Provide Mandatory Systems Engineering	TBD	FFP
Year Total – EDGAR Operations and Maintenance		TBD	

EDGAR Enhancements and Modernization CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
009	Year 2, Mandatory Technical Support	TBD	T&M
026	Year 2, Provide Systems Engineering Support for Modernization Initiatives (OPTION)	TBD	T&M
027	Year 2, Modernization Architectures and Solutions (OPTION)	TBD	T&M
Year Total – EDGAR Enhancements and Modernization		TBD	
Year Total		TBD	

Table B-3. Year 2 Price/Cost by CLIN

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EDGAR Operations and Maintenance CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
010	Year 3, Operate and Maintain EDGAR Subsystems	TBD	FFP
011	Year 3, Operate and Maintain the Dissemination Subsystem	TBD	CPFF
011.1	Year 3, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION)	$0	Privatized
011.2	Year 3, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION)	TBD	FFP
012	Year 3, Provide Mandatory Systems Engineering	TBD	FFP
Year Total – EDGAR Operations and Maintenance		TBD	

EDGAR Enhancements and Modernization CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
013	Year 3, Mandatory Technical Support	TBD	T&M
026	Year 3, Provide Systems Engineering Support for Modernization Initiatives (OPTION)	TBD	T&M
027	Year 3, Modernization Architectures and Solutions (OPTION)	TBD	T&M
Year Total – EDGAR Enhancements and Modernization		TBD	
Year Total		TBD	

Table B-4. Year 3 Price/Cost by CLIN

EDGAR Operations and Maintenance CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
014	Year 4, Operate and Maintain EDGAR Subsystems	TBD	FFP
015	Year 4, Operate and Maintain the Dissemination Subsystem	TBD	CPFF
015.1	Year 4, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION)	$0	Privatized
015.2	Year 4, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION)	TBD	FFP
016	Year 4, Provide Mandatory Systems Engineering	TBD	FFP
Year Total – EDGAR Operations and Maintenance		TBD	

EDGAR Enhancements and Modernization CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
017	Year 4, Mandatory Technical Support	TBD	T&M
026	Year 4, Provide Systems Engineering Support for Modernization Initiatives (OPTION)	TBD	T&M
027	Year 4, Modernization Architectures and Solutions (OPTION)	TBD	T&M
Year Total – EDGAR Enhancements and Modernization		TBD	
Year Total		TBD	

Table B-5. Year 4 Price/Cost by CLIN

EDGAR Operations and Maintenance CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
018	Year 5, Operate and Maintain EDGAR Subsystems	TBD	FFP
019	Year 5, Operate and Maintain the Dissemination Subsystem	TBD	CPFF
019.1	Year 5, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION)	$0	Privatized
019.2	Year 5, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION)	TBD	FFP
020	Year 5, Provide Mandatory Systems Engineering	TBD	FFP
Year Total – EDGAR Operations and Maintenance		TBD	

EDGAR Enhancements and Modernization CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
021	Year 5, Mandatory Technical Support	TBD	T&M
026	Year 5, Provide Systems Engineering Support for Modernization Initiatives (OPTION)	TBD	T&M
027	Year 5, Modernization Architectures and Solutions (OPTION)	TBD	T&M
Year Total – EDGAR Enhancements and Modernization		TBD	
Year Total		TBD	

Table B-6. Year 5 Price/Cost by CLIN

EDGAR Operations and Maintenance CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
022	Year 6, Operate and Maintain EDGAR Subsystems	TBD	FFP
023	Year 6, Operate and Maintain the Dissemination Subsystem	TBD	CPFF
023.1	Year 6, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION)	$0	Privatized
023.2	Year 6, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION)	TBD	FFP
024	Year 6, Provide Mandatory Systems Engineering	TBD	FFP
Year Total – EDGAR Operations and Maintenance		TBD	

EDGAR Enhancements and Modernization CLINs			
CLIN	**Description**	**Price/Cost**	**CLIN Type**
025	Year 6, Mandatory Technical Support	TBD	T&M
026	Year 6, Provide Systems Engineering Support for Modernization Initiatives (OPTION)	TBD	T&M
027	Year 6, Modernization Architectures and Solutions (OPTION)	TBD	T&M
Year Total – EDGAR Enhancements and Modernization		TBD	
Year Total		TBD	

Table B-7. Year 6 Price/Cost by CLIN

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B.3   EDGAR Operations and Maintenance - No Cost Dissemination Subsystem Fees

In compliance with 15 USC 78ll, the Contractor shall provide Dissemination Subsystem products (CLINs 003.1, 007.1, 011.1, 015.1, 019.1, and 023.1) on a fee for services basis to Dissemination Subsystem customers, and at no cost to the Government. Fees to non-Government customers shall be provided according to the pricing schedule presented in the following.

(TO BE DETERMINED BASED ON OFFEROR'S DISSEMINATION SERVICES PRICING PROPOSAL).

B.4   EDGAR Enhancements and modernization - Time and Materials CLINs 005, 009, 013, 017, 021, 025, 026 and 027

The Contractor shall provide Technical Support CLINs 005, 009, 013, 017, 021, 025, 026 and 027 on a Time and Materials basis.

Contractor shall deliver hardware, software, travel and other supplies and services for CLINs 005, 009, 013, 017, 021, 025, 026 and 027 - Technical Support at Contractor Cost.

Fixed Burdened Labor Hour Rates (FBLHR) for each Technical Support CLIN contract year shall be as shown.

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SECTION C
STATEMENT OF WORK

C.1   Background

C.1.1 The Electronic Data Gathering, Analysis, and Retrieval (EDGAR) System

The Securities and Exchange Commission (SEC) was created by the Securities Exchange Act of 1934 as an independent regulatory agency. The SEC administers statutes that protect the investing public by providing full disclosure of required SEC filings, regulating the nation's securities markets, and policing and preventing fraud and manipulation in the securities and financial markets. A primary means of sustaining a fair and open market is to ensure full disclosure of corporate-related information.

With the increasing complexity and volume of filings under Federal securities laws in the 1970s and 1980s, the SEC realized that the existing paper filing system was inadequate to meet the objectives of the full disclosure program. To address the problem, the SEC initiated a pilot program in 1984 to investigate the feasibility of filing corporate information electronically. Based on the success of the pilot program, the EDGAR system was initiated. Congress authorized the development and implementation of an operational EDGAR system in 1987. The goals of EDGAR included: facilitating efficient filings and providing support for one-stop filing; enhancing the timeliness and availability of filings to the public; and increasing the effectiveness of SEC personnel in performing their review and auditing functions. The EDGAR system became operational in 1992.

EDGAR is a system developed to automate the filing, processing and dissemination of the 15 to 18 million pages of registration statements, reports and other filings received by the SEC each year. These submissions currently are received from over 28,000 registered entities and numerous individual filers.
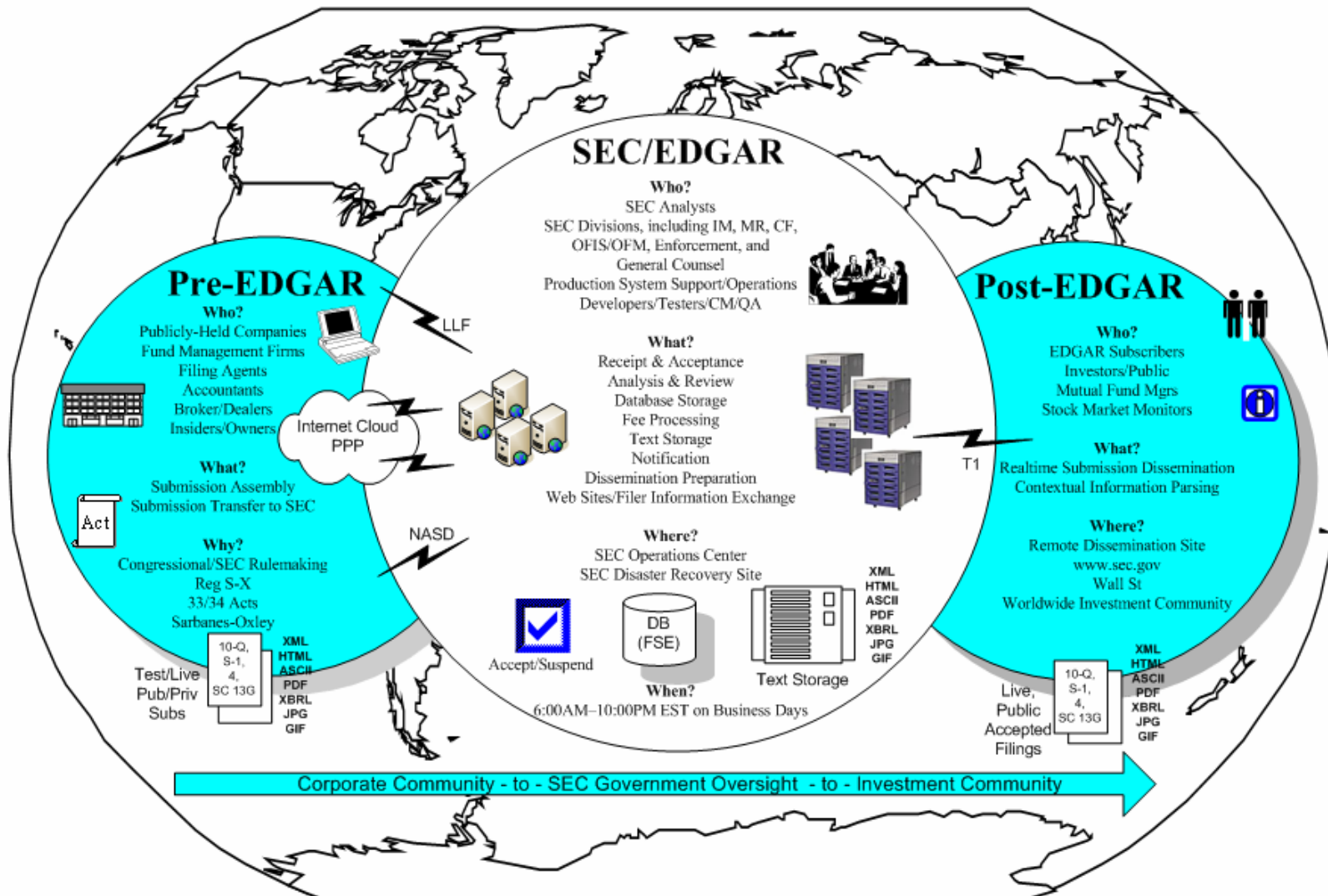
EDGAR was designed as a stand-alone system to include all hardware, applications, and systems software. Contractor support services are currently being used for development of new functionality, systems operation and monitoring, and for hardware and software maintenance.

The major processes of the electronic filing life cycle supported by EDGAR are the following:

- Preparation and submission by filers
- Receipt and acceptance by SEC
- Data storage and retrieval
- Data dissemination to the public
- Analysis and review by SEC staff

A background description of the current EDGAR system, its use and operation is further defined in the documents listed in Section J.

The EDGAR Worlds

SEC/EDGAR

Who?
SEC Analysts
SEC Divisions, including IM, MR, CF,
OFIS/OFM, Enforcement, and
General Counsel
Production System Support/Operations
Developers/Testers/CM/QA

What?
Receipt & Acceptance
Analysis & Review
Database Storage
Fee Processing
Text Storage
Notification
Dissemination Preparation
Web Sites/Filer Information Exchange

Where?
SEC Operations Center
SEC Disaster Recovery Site

When?
6:00AM–10:00PM EST on Business Days

LLF

Accept/Suspend

DB
(FSE)

Text Storage

XML
HTML
ASCII
PDF
XBRL
JPG
GIF

Pre-EDGAR

Who?
Publicly-Held Companies
Fund Management Firms
Filing Agents
Accountants
Broker/Dealers
Insiders/Owners

Internet Cloud
PPP

Act

What?
Submission Assembly
Submission Transfer to SEC

Why?
Congressional/SEC Rulemaking
Reg S-X
33/34 Acts
Sarbanes-Oxley

NASD

Test/Live
Pub/Priv
Subs

10-Q,
S-1,
4,
SC 13G

XML
HTML
ASCII
PDF
XBRL
JPG
GIF

Post-EDGAR

Who?
EDGAR Subscribers
Investors/Public
Mutual Fund Mgrs
Stock Market Monitors

What?
Realtime Submission Dissemination
Contextual Information Parsing

Where?
Remote Dissemination Site
www.sec.gov
Wall St
Worldwide Investment Community

T1

Live,
Public
Accepted
Filings

10-Q,
S-1,
4,
SC 13G

XML
HTML
ASCII
PDF
XBRL
JPG
GIF

Corporate Community - to - SEC Government Oversight - to - Investment Community

C-2

C.1.2 Acquisition Strategy

The first EDGAR acquisition involved the creation from scratch of a new electronic document filing system based predominantly on custom code. The second EDGAR acquisition explored the potential for extensive privatization of EDGAR and re-engineered the system so that its core functionality rested on a COTS foundation, rather than on custom code. This, the third EDGAR actuisition, is intended to continue uninterrupted support for the operation, maintenance, and incremental development and modernization of the COTS-based system currently in place.

- There will be no near-term legislative changes impacting EDGAR.

- This contract will be awarded for a three year period of performance with 2 1-year options.

- Dissemination subscription fees for all three contract years and both option years will be specified at the time of contract award and be subject to future modifications as specified in Section C.6.12.

- Revenues derived from sale of dissemination services shall be used to pay for the Operations and Maintenance (O&M) of the Dissemination Subsystem as described in Section C.6.12.

- During the first 120 days of this contract, the SEC will curtail development efforts of new functionality to allow proper transition, however, it is expected that any development activity in the pipeline will also be transitioned during this period so that development may resume during the transition period. This does not apply to priority one bug fixes during the transition period.

C.2   Objectives

To promote the full disclosure of material information regarding the activities of publicly traded corporations and to support SEC regulatory responsibilities, the overall objective of this contract is to continue to operate and maintain an integrated, cost-effective, EDGAR system providing input, processing and dissemination of SEC filings, and improved support for all EDGAR users[1].

Within this overall objective, the Contractor shall attain the following specific objectives[2]:

<u>4 - Efficiently and effectively operate and maintain EDGAR</u>

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[1] In this document, the phrase "EDGAR users" refers to the SEC, filers, information disseminators, providers of value-added products, and public users of SEC filings.

[2] Objectives stated in the following with respect to a specific subsystem have ripple effects in other subsystems. The Contractor shall be responsible for assuring that all necessary modifications to any related subsystem are carried out in a coordinated manner such that a full operational capability is provided within designated time frames.

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- Improve the efficiency and effectiveness of O&M services and the O&M environment in order to:
  - Achieve, at a minimum, all of the O&M requirements specified in the Operations and Maintenance subsections of Section C.7.
  - Attain an O&M environment (software, hardware, telecommunications and tools) that achieves low cost EDGAR operations and maintenance in part through the use of COTS.
  - Carry out O&M and integrate newly developed Subsystems with no loss of service, and minimal disruption and/or negative impact on SEC staff and operations, filers, disseminators, and EDGAR information users.
  - Meet, or exceed the requirements specified in Section C.12.
  - Leverage the use of COTS to allow the SEC users more freedom to make routine changes, customize operations and change the system parameters without reliance on contractor assistance.[3] To the extent possible, such changes must be capable of being accomplished by an SEC authorized user through workstation functions.

2 – Efficiently continue disseminating electronic submissions to the public with no loss of service, minimal disruption and/or negative impact on SEC staff and operations, filers, disseminators, and EDGAR information users.

- Provide for rapid, reliable, and cost-effective distribution of filings to all users of EDGAR data, including disseminators and developers of related value-added products.

3 – Provide modernization guidance, engineering, and strategic thinking to assist the SEC in augmenting their strategic plan for EDGAR by:

- Incorporating state-of-the-art technology to major enhancements and suggesting the transition to state-of-the-art technologies as part of the release planning cycle and strategy.

- Continually assessing the technical and business direction of the EDGAR system using subject matter experts within the SEC and within the company.

- Assessing the business implications and processes of current and future functionality, data formats, products, and tools in efforts to simplify and improve the disclosure process.

- Assisting in the preparation of the SEC and the EDGAR system in defining the future of EDGAR within the time scope of this contract and beyond.

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[3] Routine modifications include such items as: adding filers, changing current organizational structures, adding and removing form types which do not require the development of new validation rule sets, changing fee calculations, changing routing tables, and changing assignments.

4 – Efficiently and effectively develop solutions that meet the needs of the users and that adhere to a proven standard development methodology

- Provide a flexible and open architecture for all development activities that facilitates the introduction of new functionality, new technologies and the future development of new products and services responsive to the needs of EDGAR users. The SEC is looking for new ideas to re-engineer the current system during every development cycle[4] to include more reliance on COTS products that conform to the maximum extent possible to de-jure standards[5] and less reliance on custom code. However, SEC will not require a certain percentage of custom code vs. COTS. At a minimum:

  - COTS products with open interfaces must be considered when they provide the necessary functionality (e.g. significant parts of R&A, including control of automated processes, management of processing queues, validation, and parsing may be effectively implemented in COTS).

  - Provide a modular system architecture which will enhance the potential for future privatization of EDGAR subsystems or the decoupling of EDGAR subsystems.

  - Minimize, to the extent possible, duplication of functionality across EDGAR subsystems.

  - Effective application of CMMI to the development methodology.

  - Utilize a development methodology that, at a minimum, has a robust requirements management and traceability process through testing.

  - Utilize an effective and accurate resource estimation process.

5 - Obtain high quality EDGAR development and O&M support by establishing a contractual relationship between SEC and an organization whose resources and staff have the experience, training and skills needed to efficiently and effectively implement all management and technical aspects of this contract with a high degree of quality.

6 - Develop and operate EDGAR under technically sound, efficient and effective project management, satisfying, at a minimum, all program management, configuration management, systems development, quality management, security management, and systems engineering requirements specified in this RFP (Sections C.8 through C.11).

  - Improve EDGAR documentation and enhance the future potential for privatization of all, subsystems, or parts of EDGAR and, at a minimum, provide all required deliverables (Section C.7).

7 - Achieve a software engineering management environment at least equal to Level 2 or the Software Engineering Institute's, Capability Maturity Model and maintain or improve that level throughout the life of the contract.

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[4] A development cycle, also called a release cycle, is defined as the software development life cycle of a major release. Major releases occur, on average, every three months.

[5] See Section H.22 for specific standards related requirements.

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8 - Efficiently transition from the current EDGAR contract to a new EDGAR contract

- Continue O&M of EDGAR through an effective, efficient, and well managed transition from the current EDGAR contract to the new EDGAR contract within 120 calendar days of contract award for mandatory EDGAR Subsystems, and within 120 calendar days of SEC's execution of options for Subsystems that are contractual options, including at a minimum:
  - Successfully transfer all government furnished Subsystems,
  - Successfully transfer all contractor managed hardware and software licenses with no disruption in coverage, and
  - Attain uninterrupted EDGAR operation throughout the transition period.

9 - Be a Contractor with a high degree of past performance success

In order to achieve the above objectives, the SEC is seeking to enter into a contractual relationship with an organization that has a proven track record of success on similar projects, whose resources and staff have the experience, training and skills needed to efficiently and effectively implement all management and technical aspects of this contract with a high degree of quality. The Contractor shall also be able to manage and effective and efficient transition from the current EDGAR contractor to the new EDGAR contractor.

Table C-1 sets forth the minimum delivery time schedule.

Requirement	No Later Than (From Contract Award)
Transition Operations and Maintenance functions to new EDGAR Contractor	120 days
Transition GFE equipment management to the new EDGAR Contractor.	120 days
Determine solution and transition Public Dissemination Service to the SEC.	120 days[6]
Transition Operations and Maintenance of the Public Dissemination Service to the new EDGAR Contractor.	120 days
Begin development cycle for next release.	90 days

Table C-1. Summary of Delivery Schedule Requirements

C.3   Scope

The scope of this contract encompasses the following major areas:

- Operation of the EDGAR system, including:

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[6] From SEC execution of the Public Dissemination Option

- Program management and control.

- O&M of all EDGAR hardware, software, and communications environments.

- Development and operation of future functionality and Subsystems, not furnished by the SEC as GFE[7] during transition activities[8].

- Operation of a Dissemination Subsystem (if the option for contractor operation of the subsystem is exercised).

- Technical Support (TS) for timely system modification and enhancements which are responsive to rule changes and requirements by the SEC, filers and other EDGAR users.

Specific requirements for the integrated EDGAR functionality are provided in Section C.7.

C.4   EDGAR Submission Structure

EDGAR accepts electronically filed submissions for review and dissemination by the SEC. The submissions contain header information and a document or documents. The documents are created by word processing packages. The header information is created by EDGARLink, software that is distributed free by the SEC for use on filer workstations, or by third party filing products. EDGARLink and the third party filing products create the submissions by merging the header information with the documents in an SEC defined structure. There are multiple submission structures currently accepted by the EDGAR system. Each of these structures consists of a submission header and a document or set of documents. The header and documents are delimited by tags as such:

```
<SUBMISSION>
<TYPE>                      10-Q
<DOCUMENT-COUNT>            2
<SROS>                      AMEX
<FILER>
     <CIK>                  9999999999
     <CCC>                  xxxxxxxx
</FILER>
<PERIOD>                    06/30/1998
<DOCUMENT>
     <TYPE>                 10-Q
     <DESCRIPTION>          quarterly report
     <TEXT>                                The bulk of the
```

---

[7] The term GFE is used in this section to mean any equipment, software, and/or documentation that will be provided, without charge, by the SEC to the Contractor.

[8] These are to be determined throughout the life of the contract and the development as well as maintenance costed separately (not part of this solicitation) as part of the process for Technical Instructions.

```
        <TABLE>                            document appears
        </TABLE>                           between text tags for a
    </TEXT>                                submission.
</DOCUMENT>
        <TYPE>
        <DESCRIPTION>
        <TEXT>
            <TABLE>
            </TABLE>
    </TEXT>
</DOCUMENT>
</SUBMISSION>
```

More specific information on header tags and submission structures can be found in the EDGAR
Filer Manual and technical specifications found on our website at www.sec.gov.

C.4.1 ASCII

The most used structure for EDGAR filings is ASCII-based text combined with SGML-like tags
which is used: a) sparingly inside the text of filings and b) exclusively to create document and
submission level headers

Filers, most of whom create their submissions today in word processors, convert this original
material to ASCII format and then manually edit the text to insert any required SGML markup
tags inside the filing. The SGML headers and any Financial Data Schedules are generally
created with the help of SEC-supplied software called, EDGARLink, however, a number of third
party tools have been introduced to perform this function.

ASCII filings represent approximately 44% of documents currently filed on EDGAR.

C.4.2 HTML

As part of EDGAR's modernization, which ended in 2001, the SEC added Hypertext Markup
Language (HTML) as an official filing document structure. The SEC uses HTML version 4, but
does not allow all of the tags of that standard set to be used. Filers create their HTML
documents using the HTML authoring tool of their choice. JPEG and GIF files can be included
in HTML filings.

Filers must still be able to create their submissions in their word processor or web authoring tool
of choice. Charts, graphs, images, pictures and logos which were part of the original word
processing file, should carry forward into the HTML-based submission. The Filer Manual and
rule-making have guided the filer in this regard.

HTML filings represent approximately 34% of documents currently filed on EDGAR.

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C.4.3 XML

The EDGAR system creates XML documents from submitted filer input on the OnlineForms/XML website. It also accepts XML documents from third party software products as outlined in our XML Specification.

XML filings represent approximately 22% of documents currently filed on EDGAR.

C.4.4 XFDL

The EDGAR system accepts XFDL documents that come in from its EDGARLink filer application. The header information is in XFDL format, which is an XML-like document structure. There is also a reduced content XFDL format, which is XFDL without all of the tags required by XFDL software.

Filings that use EDGARLink and the XFDL Filer Constructed Filing Specification use XFDL filing headers.

C.4.5 PDF

The Commission allows filers to submit PDF courtesy copies of their filings. These documents have no official status for any SEC regulatory purpose, however the EDGAR system accepts these documents, stores them, provides access to these documents through the EDGAR workstation application, and disseminates them to the public.

Less than one percent of documents coming into EDGAR are PDF.

C.4.6 XBRL

In March, 2005, the SEC began accepting XBRL files as part of its XBRL Voluntary Filing Program for the disclosure process. The XBRL documents are unofficial copies of the financial data that is required in an ASCII or HTML document. These documents are currently being filed and disseminated to the public. The SEC has not made any decisions to date on the permanence of this program. At the present time, XBRL documents are received, stored, disseminated, and accessed by SEC staff as part of the EDGAR system.

There are few documents being received in XBRL format.

C.4.7 EDGAR Submission Traffic

The EDGAR system was not sized to handle the peak hour of traffic with no noticeable system degradation. Rather, it was sized to handle a reasonable amount of traffic and build wait queues for the overflow during peak hours. Traffic throughout the day is relatively light for the deployed capacity, however, the system is taxed on peak hours. The current trend is for many

filers to submit their filings on the last hour of the last day that they are due. Below are some current traffic statistics:

- EDGAR supports over 600 electronic and paper form types (399 electronic form types, 169 paper-only form types, 4 CRD form types, 19 system form types, and 14 Not-Timely form types).

- The SEC disseminates between 15 and 18 million pages of LIVE data each year, which equates to about 200 gigabytes of stored data. There is approximately another 200 gigabytes of TEST data, which is archived to tape and not indexed or stored in the EDGAR database.

- Filing volumes are currently approximately 1,600,000 filings per year: 850,000 accepted filings plus 750,000 test and suspended submissions.

  – The average ASCII filing size is 130,000 bytes (approximately 65 ASCII pages)

- HTML currently makes up over 30% of filing volume and on average an HTML document is three times the size of an ASCII document.

- The file size of the PDF "unofficial copy" will equal that of the HTML file with its associated images.

  – Less than 0.5 percent of all filings include a PDF copy

- The daily load on the system for a non-peak day is 2,300 live filings and 2,300 test filings.

- The peak day load on the system is 10,000 filings. The most filings received during a peak day is over 20,000 filings

- The peak hour load on the system is 1,500 filings. The most filings received during a peak hour is just under 3,000 filings

- Filings cannot exceed 100 megabytes. The largest file on EDGAR is over 78.6 megabytes.

- There are over 200,000 entities authorized to file on EDGAR.

Over the period of this contract, further changes to EDGAR's official document structure are viewed as very possible. It is also possible that the SEC may change the percentages of the current document structures that are received, stored, and disseminated by EDGAR. SEC's Office of Information Technology and the Divisions of Corporation Finance and Investment Management view document structure and the design decisions made affecting its implementation as critical to EDGAR's ongoing success.   It is imperative that any future development include software design where applications and COTS products associated with document structure shall be minimally impacted and easily modified if such changes in document structure prove desirable.

C.5 SEC Infrastructure

EDGAR shall conform to the SEC Technical Architecture as described in Table C-2. Any changes to the EDGAR system that do not adhere to the SEC Technical Architecture must be approved by the SEC in advance of their deployment (in the design phase of the life cycle). The contractor must proved adequate justification to the SEC for a decision to be made. Any changes recommended by the Contractor must be fully justified on a cost/benefit basis.

TECHNICAL AREA	SEC STANDARD	
Application Servers	Enterprise Systems:	Sun (Enterprise Servers 4000 series, 4500 series, V880/890 series, 280 series, E450/420 series)
	Operating Environment:	Solaris 2.8, Sun 4u, Trusted Solaris
	File Storage	EMC (data replicated to ADC via SRDF)
	Departmental Systems: Operating Environment:	Sun (Ultra Sparc series, 280 series) Solaris 2.8, Sun 4u, Trusted Solaris
	Workgroup Systems:	Compaq (File Servers – Proliant ML370/530, Other Compaq Special purpose servers)
	Migration:	Sun V890, Dell PowerEdge 2550/6450 (Dual Pentium III Processors)
	Operating Environment:	Microsoft Windows 2000 Server (Active Directory)
	Migration:	Microsoft Windows 2003 Server (Active Directory)
Web Servers	Systems	Compaq/Dell (Various Models), Sun (Enterprise Servers V890, E420, 280), Dell PowerEdge
	Operating Environment	Windows NT, Windows 2000, Solaris 2.8, Sun 4u
	Software	SunJava, Netscape Suitespot 3.x, Apache, Microsoft IIS, Tomcat, Sybase Jaguar, Netscape LDAP, JRun
	Migration	Sun V890, Solaris 2.8
File Servers	Systems:	Dell 1650/2550/2650/6450/6650 (Dual Pentium III Processors)
	Migration:	Compaq Proliant ML360/560/580
	Operating Environment:	Microsoft Windows 2000 Server
		Microsoft Windows 2003

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TECHNICAL AREA	SEC STANDARD
	Migration: Microsoft Windows 2003
Workstations	Systems: Dell Pentium IV 2.8 GHz Operating Environment: Microsoft XP Professional

TECHNICAL AREA	SEC STANDARD	
Notebook Systems	Systems	
	Operating Environment	Microsoft XP Professional
Printers	Office	Hewlett Packard 1100, 2100, 2200
Printers	Shared	Hewlett Packard LaserJet 46xx, 8xxx, 9xxx
		Canon 8xxx Copier/Printer
Communications	Protocols:	TCP/IP, IPv4
	LAN:	10/100baseT Ethernet
	Distribution	Gigabit Ethernet backbone
	MAN:	Verizon TLS, VON, Sprint Ceterus
	WAN:	T1, T3, (Sprint Internet) Encrypted
	Layer 2 Switching	Cisco Catalyst 2900/3500/4500/6500 series
	Layer 3 Routing	Cisco, 3600, 3700, 4000, 7000, 7200, 10000
		Cisco Catalyst 6500/4500 series
	Layer 4 Switching	Foundry ServerIron/F5/Bluecoat
	Network Management:	HP Open View, Cisco Works, Network Health, Micromuse NetCool, MRTG, Distributed Sniffer, Netscout Probes

TECHNICAL AREA	SEC STANDARD	
Applications	RDBMS:	Sybase Adaptive Server 12.x, Sybase Replication Server 12.x
	Data Modeling	ER Studio
	Data Warehousing (who is using this?)	Sybase IQ 12.x
	Document Management	TBA (SearchServer, EMC?)
	Business Intelligence	Business Objects 5.1.3
	Report Development	Actuate 7.2
	Enterprise Full-Text	Swish-e, SearchServer
	Workgroup Full-Text	Zyindex (transitional)/ DTSearch
	Workflow	
	Office Software	Offfice 2003 Professional
	Anti-Virus	McAfee VirusScan
	Browser	Microsoft Internet Explorer 6.0
	Project Management	Microsoft Project 2000
	Development Tools:	Powerbuilder 5.0 (Powersoft), Dreamweaver, PowerDesigner, Describe, SQL Programmer, Rapid SQL, Jbuilder, NetBeans, Struts, Ante, Sybase Jaguar
	Platform Integration:	InfoPump/ InfoHub(Pentium) OmniConnect (Sybase)
		NetGateway (Sybase)
		NetDynamics
	Enterprise Full-Text	Swish-e/SearchServer
	Workgroup Full-Text	Swish-e/SearchServer
	Document Management	SearchServer, EMC
	Workload Management:	TBD

TECHNICAL AREA	SEC STANDARD	
Applications Continued	Financial Management:	AMS Momentum
	System Management:	Microsoft Systems Management Server
	Configuration Management	PVCS (Tracker and Version Control)
	Browser	Internet Explorer

Table C-2. SEC Technical Infrastructure and Strategic Directions

C.6 EDGAR Architecture and Subsystems

The Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system is designed to provide an electronic filing information management environment for those EDGAR filers and filing agents who file with the SEC under the Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utility Holding Company Act of 1935 (which was repealed in 2005), the Trust Indenture Act of 1939, and the Investment Company Act of 1940.

Figure C-2. EDGAR Subsystem Relationships

An enterprise-architected, highly available production system, EDGAR is made up of a complex collection of SEC rules and regulations, custom and Commercial Off the Shelf (COTS) software, application and support hardware platforms, and users from both the public and the Securities and Exchange Commission (SEC). All of this is in support of the SEC electronic filing lifecycle:

- Preparation and transmission of submissions by filers;
- Automated receipt and acceptance processing;
- Storage of key submission data
- Notification and response to filers;

- Real-time dissemination of information to the public; and
- Analysis and review of stored information by SEC staff.

In order to present a comprehensive view of EDGAR that illustrates all the complexities without straying too far from the relevance of the filing lifecycle, this section will describe EDGAR in the following terms:

- EDGAR Services including
  - EDGARLink Subsystem,
  - EDGARLite Subsystem,
  - Filer Management Subsystem,
  - FilerWeb Subsystem,
  - OnlineForms/XML Subsystem,
  - Leased Line Filer Subsystem,
  - EDGAR Workstation Subsystem,
  - Reporting Subsystem,
  - Public Reference Room (PRR) Subsystem,
  - Reporting Subsystem;
- EDGAR Foundation Application Support including
  - Receipt Subsystem,
  - Acceptance Subsystem,
  - Filer Notification Subsystem,
  - Fee Processing Subsystem,
  - Dissemination Subsystem,
  - Automated Submission Processing Manager (ASPM),
  - Data Objects Subsystem,
  - Enterprise Data Resource (EDR) Subsystem
    - Filing, Submission and Entity (FSE),
    - Text Management System (TMS),
    - AMS Momentum,
    - Lightweight Directory Access Protocol (LDAP),
    - Company Database (CDB);
- EDGAR Hardware and Network Support;
- EDGAR System Management including
  - System Monitoring,
  - System Cleanup.

C.6.1   EDGAR SERVICES

The EDGAR system provides services to both interactive users and electronic systems. These services include offline and online applications for EDGAR's user community, and interfaces for system to system transactions. Users of EDGAR include:

- Registered EDGAR filers;

- SEC staff such as

    o Office of Filings and Information Services (OFIS) who assist electronic filers with their submissions and ensure that the system appropriately calculates and accounts for filing fees,

    o Divisions of Corporation Finance (CF) and Investment Management (IM), the major users of EDGAR, whose accountants and attorneys review filings for compliance with accounting and securities law requirements,

    o And other Divisions and Offices, including Enforcement, Market Regulation, and the Office of Compliance, Inspections, and Examinations, who retrieve and research historical filings and correspondence;

- Public reviewers who may not be filers;

- Dissemination subscribers;

- Mellon Bank; and

- SEC internal systems.

C.6.1.1   Filer Services

A filer is an individual, company, or agent who connects to EDGAR for the purpose of transmitting data to the SEC. An EDGAR filer can be a registrant, a third-party non-registrant filer, a third-party agent filing for another individual or entity, or a training agent. Since the primary activities of the EDGAR filing community center on the preparation and transmittal of filings, filer services that EDGAR provides fall into three general categories:

- Specially designed EDGAR applications that allow filers to assemble submissions;
- Internet services that allow filers to submit filings and perform related housekeeping tasks; and
- Filing specifications for users who wish to develop their own applications to assemble submissions.

C.6.1.1.1   Submission Assembly

An EDGAR submission contains corporate and financial disclosure information as required under the federal securities laws. Each of the 360+ submission types has, in general, two sections: a submission header containing information about the submission as a whole; and the body containing one or more documents. The header of a submission type must conform to a set of syntactic and semantic rules that are defined in the EDGAR Form Type Template Database (FTTD). Documents in the body of the submission must conform to procedural requirements pursuant to federal securities laws.

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Assembly of EDGAR submissions can be conducted offline on the filer's local workstation using EDGARLink and EDGARLite applications (as well as third party software), or online using the EDGAR OnlineForms/XML and the Filer Management websites. Filers also have the option of creating and assembling submissions without the aid of EDGAR software providing the submission conforms either to the EDGAR XFDL Filer Constructed Filing Specification, or to the EDGAR XML Filer Constructed Filing Specification.

Applications for offline submission assembly:

- EDGARLink,
- EDGARLite.

Applications for online submission assembly:

- OnlineForms/XML Website,
- Filer Management Website.

Specifications to create offline third-party submission applications[9]:

- XFDL Filer Constructed Filing Specification,
- XML Filer Constructed Filing Specification.

Although there appears to be a variety of ways to create and assemble a submission, in fact, the choice of interface is dependent upon the form type of the submission that is being constructed:

- NSAR (including all NSAR variants) must be created using EDGARLite;
- Ownership forms 3, 4, and 5 must be created using the OnlineForms/XML website or an application using the XML Filer Constructed Filing Specification;
- Form ID must be created using the Filer Management website;
- All remaining active form types must be created using either EDGARLink or an application using the XFDL Filer Constructed Filing Specification.

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[9] Filers use software packages written by non-SEC entities to create, connect, and submit their filings. These third party software packages must adhere to the SEC standard found in these specifications.

C.6.1.1.1 EDGARLink Subsystem

EDGARLink is a PC application that assists filers to create and assemble electronic submissions without being connected to the Internet or to EDGAR. It uses a Windows-based template viewer to facilitate the entry of submission header information and the attachment of submission documents. There are six different master templates that collectively contain the syntactic elements for every active submission type defined in the FTTD. Each template may contain up to six pages of filer-input information:

- Page 1: Header information, including co-registrant listing, group-members, live/test flags, date information (if necessary), return copy designation, contact information, and other information.

- Page 2: Attached documents (including the primary document and all supporting documents, including exhibits, cover letters, and correspondence) in ASCII/SGML (*.txt), HTML (*.htm), JPEG (*.jpg), GIF (*.gif), Answer File (*.fil), or unofficial PDF (.pdf) and XBRL (*.xml & *.xsd) formats.

- Page 3: Notification information (email addresses to receive notification of EDGAR submission processing results).

- Page 4: Referenced Type 2 Modules and Segments (documents already residing at EDGAR that are to be included in the assembled submission).

- Page 5: Fee Offset information (only relevant to fee-bearing form types), where an offset may be indicated if the fee associated with a submission is paid for in increments.

- Page 6: Fee and Offering Information (only relevant to fee-bearing form types), where fees may be calculated and documented based on the offering information.

EDGARLink has a form-based user interface to facilitate entry of information. Each field is checked for format and length; each document for valid tag and tag values; and the submission for correct document formats. In addition to error detection, an interface for correcting errors is also provided. Additional features include an optional Fee Rate table to aid in the assembly of fee bearing submissions; and EDGARVerify, a utility that performs system integrity checks on all critical EDGARLink files.

The EDGARLink environment is based on the PureEdge XFDL specification, a variant of XML that is recognized by the World Wide Web Consortium (W3C). It is a platform independent language that was created to facilitate the development of Web based e-forms. When the PureEdge Viewer in EDGARLink opens a Template to construct a submission, it creates a file encoded in XFDL. When the file is subsequently submitted to EDGAR, the submission is parsed by the PureEdge Application Programming Interface (API) embedded in the EDGAR server-side software.

The EDGAR FilerWeb website is used to transmit EDGARLink submissions into the EDGAR system; and to download EDGARLink software, Filer Manual, six submission templates, and the fee rate table. These components are provided to EDGAR filers free of charge.

C.6.1.1.1.2 EDGARLite Subsystem

The EDGARLite interface is a more cost effective alternative than EDGARLink for low frequency form types such as NSAR and its variants. Like EDGARLink, EDGARLite uses a Windows-based template viewer to facilitate the entry of submission header information and the attachment of submission documents. However, unlike EDGARLink, EDGARLite uses Microsoft's InfoPath as the COTS foundation, does not modify the source code of the COTS tool, encodes submissions in XML rather than XFDL, and submits filings at the OnlineForms/XML rather than the FilerWeb website. Also unlike EDGARLink where one template is used for form types of similar character, EDGARLite uses one template per form type. Each EDGARLite template is contained in a package that can be downloaded from the OnlineForms website and includes the template, form instructions, frequently asked questions for the form, and samples of the form. An optional Fee Rate table may be obtained to aid in the assembly of fee bearing submissions.

C.6.1.1.1.3 On-Line Forms Submission

The OnlineForms website was created in order to make it easier for filers and their agents to submit ownership filings. Ownership submission form types 3, 3/A, 4, 4/A, 5, and 5/A are currently the only EDGAR submission form types to be available for online preparation. (Note that these Ownership forms are no longer supported by EDGARLink.) The OnlineForms software uses filer-provided information to prepare an XML tagged ownership primary document that can be verified and printed by the filer and then transmitted to EDGAR for processing. Once EDGAR has accepted the submission it will disseminate the header in tagged SGML and the primary document in tagged XML.

A feature of the online interface that significantly differs from other EDGAR interfaces is the immediate processing of prepared and submitted online filings without the ability to save work in progress. These submissions are considered to be live and if accepted, are immediately disseminated to the public.

C.6.1.1.1.4 Filer Management Submissions

Filers new to the EDGAR system must submit an online Form ID using the Filer Management website. This form must be filed by registrants, third party filers, or their agents, to whom the Commission previously has not assigned a Central Index Key (CIK) code. This form is an application for a set of access codes that are needed to permit filing on EDGAR. In addition to the online form, the applicant must also fill out, sign, notarize and file by fax a paper version of Form ID.

Like OnlineForms/XML, the Filer Management interface generates an XML formatted submission. However, unlike OnlineForms/XML, Filer Management does not require a

CIK/password combination to access the website since it is assumed that only new filers or filers who need to regenerate their access codes will visit this site.

C.6.1.1.1.5   XFDL Filer Constructed Filing Specification

The XFDL Filer Constructed Filing Specification describes how XFDL is used to create submissions without EDGARLink or the PureEdge Viewer. The expectation is that developers, working on behalf of filers, will construct software to generate filings that can be successfully parsed by the EDGAR Receipt Server.

Since about 99% of the XDFL in an EDGARLink generated submission is used to render the Graphical User Interface it is not germane to the content of the submission. The remaining 1% of the XFDL content however is needed by submission-related data. It is this 1% subset of XFDL data that is addressed by the XFDL specification.

Benefits are twofold:

- Smaller files require less bandwidth for upload to EDGAR and therefore should upload quicker;

- And the server-side parser can process the filing quicker since all GUI instructions have been removed.

This specification assumes that the reader is already familiar with the various SEC form types, filing act requirements, and SEC syntax rules. Reduced-Content XFDL submissions must be transmitted to EDGAR using the FilerWeb website.

C.6.1.1.1.6   XML Filer Constructed Filing Specification

The EDGAR XML Filer Constructed Filing Specification describes the use of XML to create Ownership submissions (form types 3, 4, and 5) without the use of the OnlineForms web interface. The expectation is that software developers, working on behalf of filers, will use this specification to construct software that will generate an XML ownership filing that can be successfully parsed by the EDGAR Receipt Server. Since submissions created with this specification will contain no extra display tagging information, it will only contain the minimum set of XML data needed by the EDGAR servers. Filer Constructed XML submissions must be transmitted to EDGAR using the OnlineForms website.

C.6.1.1.2   Internet Services

EDGAR provides four different filer interfaces to submit filings and perform other filing related tasks: Filer Management, FilerWeb, OnlineForms, and Leased Line.

Filer Management, FilerWeb and OnlineForms provide web interfaces to perform various EDGAR activities that allow filers to submit filings, check the status of filings through notifications, and view and update company information. Though all three websites are configured similarly, they differ significantly in use:

- Filer Management is used for the online assembly and transmission of Form ID submissions in XML, and is used for the maintenance of filer access codes;

- FilerWeb is used for the transmission of EDGARLink generated or third-party XFDL submissions, and is used for the maintenance of EDGARLink software and documentation;

- OnlineForms/XML is used for the online or third-party assembly and transmission of ownership forms in XML.

The fourth internet service provided by EDGAR, the Leased Line Filer subsystem, provides a command line interface to submit filings and obtain submission notifications. This service is available only to those filers who have purchased the leased line connection.

C.6.1.1.2.1   Filer Management Subsystem

Filer Management is the EDGAR website for online creation and transmission of Form ID. It provides an Internet interface through which filers can perform the following access code related housekeeping tasks:

- Assemble and transmit Form ID submissions to request access codes;

- Generate new access codes for an existing filer;

- Update a passphrase for an existing filer;

- Request electronic access to EDGAR by a paper filer; and

- Request electronic access to EDGAR by a recently created serial company.

Unlike the FilerWeb and OnlineForms/XML subsystems, this website is not compatible with third-party applications.

Access to most EDGAR services is controlled through the use of five security codes. These codes are needed to log into the FilerWeb and OnlineForms/XML websites, and for the creation of EDGAR submissions. The five EDGAR access codes are:

- Central Index Key (CIK), a 10-digit number user identification code that is used in conjunction with a password for EDGAR system login, and with a CCC to identify a registrant from within a submission;
- CIK Confirmation Code (CCC), an eight alphanumeric character group used in conjunction with a CCC to identify the owner of the submission;
- Password, an eight alphanumeric character group used with a CIK to log onto the EDGAR system;
- Password Modification Authorization Code (PMAC), an eight alphanumeric character group used to change the password; and
- Passphrase, an eight alphanumeric character group used in conjunction with the CIK to modify CCC, password and PMAC.

C.6.1.1.2.2 Filer Web Subsystem (also known as Filer Web)

FilerWeb is the EDGAR filing website for XFDL submissions created by EDGARLink or third party applications. It provides an Internet interface through which filers with a CIK and password can perform the following EDGAR activities:

- Download EDGARLink application software, supporting templates and documents;
- Submit XFDL filings;
- Receive notifications of submission status;
- View and update series and class information; and
- View and update company information.

C.6.1.1.2.3 On-Line Forms/XML Subsystem

OnlineForms/XML is the EDGAR website for assembly and transmission of ownership filings (form types 3, 3/A, 4, 4/A, 5, and 5/A). It provides an Internet interface through which filers with a CIK and password can perform the following EDGAR activities:

- Assemble and transmit ownership XML filings;
- Allow an Asset-Backed Securities Depositor to create up to 100 related Issuing Entities;
- Receive notifications of submission status; and
- View and update company information.

C.6.1.1.2.4 Leased Line Filer Subsystem (LLF)

LLF is the entry point into the EDGAR system for leased line filers. It provides a Secure Shell (ssh) command line interface through which leased line filers can submit XFDL filings using the secure-copy (scp) utility. Filers may obtain submission status information in LLF by retrieving a plain text file from the EDGAR server host.

The leased line communications option was provided to those companies and/or filing agents whose annual volume of filings is sufficiently large to warrant the expense of a leased line between EDGAR and the filer's place of business. Expenses associated with a leased line connection are entirely borne by the filer desiring to establish the connection.

C.6.1.1.2.5 Point-to-Point Protocol (PPP) Connection

Although no longer in common use, access to FilerWeb servers can also be made through a direct dial connection using a Point-to-Point Protocol (PPP). Today, this method of transmission is used as a backup option in the event that there is an Internet outage.

C.6.1.2   Staff Services

EDGAR provides services to SEC reviewers, examiners, analysts, and filer support staff that enable them to view filings in EDGAR; create and upload documents to filing and company folders; research previous or related filings; assist filers in resolving problems; monitor fee polling; and view and generate reports that detail EDGAR usage statistics.

C.6.1.2.1   EDGAR Workstation

EDGAR provides a browser-based interface that allows SEC analysts, examiners, and reviewers to retrieve, review, and modify data in the EDGAR Enterprise Data Resource (EDR). This application, called the EDGAR Workstation (which is sometimes simply called EDGAR and was formally called Analysis and Review (A&R)) is hosted on the EDGAR SEC website over the SEC intranet. Individual authentication and privilege settings are used to access and control functions that are available to the user. Users without an EDGAR Workstation account can use the Quick Query option which provides limited access to public-only documents.

The EDGAR workstation is designed to allow SEC users to perform many of their day-to-day functions:

- Management staff who establish routing rules, create user groups and assignments, and set up privileges;

- Reviewers and examiners who view filings, create and upload Screening Sheets, examine reports, and research previous or related filings;

- Filer Support staff who assist filers to resolve problems by using the suspended, blocked, and post-acceptance edits to change header information; and monitor and edit fee information.

C.6.1.2.1.1   General Workstation Administration

Managers, or other individuals with appropriate privileges, are responsible for maintaining user accounts and entering other user related information to control access to the various functional areas of the EDGAR Workstation. Although a newly created EDGAR account in an organization takes on the organization's default privileges, these privileges, as well as other user data can be modified.

In addition to user administration, the EDGAR Workstation also provides capabilities to manage company information. Companies in the EDGAR system may be registrants, agents, persons, or groups. SEC staff members who have the privilege to create or modify companies may enter information such as conformed name, business address, mailing address, SIC, and other relevant material into EDGAR. This information may also be modified or marked as deleted. However, when a company is created in EDGAR, a unique 10-digit identifier called a CIK is assigned to the company which cannot be changed either by the filer or SEC staff.

The EDGAR Workstation also provides two types of browser-based reports detailing utilization of the EDGAR system: Online Reports and Audit Reports. Online reports list all form types that were transmitted for a particular day/time; and the number of times in a particular day/time that the following methods were used to submit a filing: Internet, Leased Lines, Paper, Tape, and Upload. Audit Reports list usage of the following resources:

- Host Print, a list of users who have used this capability on specified dates;

- Signing On/Off, a list of all users who have signed on and off of EDGAR on the dates specified;

- Uploads, a list of all users who have uploaded related materials to a folder on the specified dates;

- Filer Password changes, a list of all filers who have had their passwords changed on the dates specified;

- Segments, a list of all companies that have sent in segments on the dates specified;

- Data Base Modifies, a list of all users who have changed their data in EDGAR on the dates specified;

- Modules, a list of all modules that companies have sent in on the specified dates; and

- Private Document Access Transactions, a list of all TMS gateway transactions accessing documents in the private TMS database.

Note that although related, this reporting capability is not to be confused with the Reporting Subsystem described later in this document.

C.6.1.2.1.2 Workflow – Assignments and Routing Rules

Since EDGAR is designed to allow SEC users to perform many of their day-to-day functions, a basic workflow was implemented to automatically assign work and track progress of assigned work. A filing accepted by the EDGAR system is routed to one or more organizations, individuals, or groups according to the routing rules set up in the system. These routing rules generate assignments that are displayed in user and/or group inboxes, filing folders and company folders. If an assignment appears in a group inbox, a member of that group must claim the assignment before it can be worked. The following assignments can be automatically generated by the EDGAR system, and/or manually created by users:

- Routing Assignments,

- Blocking Assignments,

- Alert Assignments,

- Fee Polling Assignments, and

- Notification Assignments.

Routing assignments are made when filings accepted by EDGAR conform to routing rules stored in the EDR. These rules fall into one of three categories:

- Company routing rules (also known as the primary route), established automatically when an organization within the SEC claims "ownership" of a company;

- Organizational routing rules, established when a manager, user, or group wants to review filings based on the company submitting the filing as well as the form type and item (if present); and

- Form Only routing rules, used when a manager, user, or group wants to review all filings of a particular form type regardless of company or item.

Blocking Assignments are made for filings that have been blocked or suspended and require staff intervention. A filing with a blocked error may be corrected by the Filer Support staff and re-inserted into the EDGAR system. A blocked error may be changed to a suspense error thus requiring the filer to correct and resubmit the filing. Sometimes filings are blocked because Filer Support needs to review data in the submission (e.g. when a company name has changed, or when a filer creates new Asset-Backed Securities Issuing Entities, or when a filer submits a Form ID).

Alert Assignments are made for filings that have been suspended and further action must be taken. Under certain conditions Filer Support may accept or correct certain header errors. In general, however, a filer should correct errors that cause a filing to be suspended and then resubmit the filing.

Fee Polling Assignments are made for filings that require a fee but for which no fee has been registered with the Fee subsystem at the time EDGAR receives the filing. Fee Polling is the periodic communication between the EDGAR system and the Fee subsystem where submissions requiring 6(b) money go through a "fee-checking" process. In this process, they are checked for specific fee information and sufficient funds available to cover the calculated cost. Users in the Fee Polling group can claim these assignments and suspend or block the filing, waive some or all of the fees required for the filing, or correct the filing's fee information.

Notification Assignments are made for filings that are accepted by EDGAR and meet specified user criteria for a notification request.

C.6.1.2.1.3   Workstation Research Capabilities – Queries and Uploads

The EDGAR Workstation allows users to query the EDGAR Data Resource (EDR) using a variety of search methods and criteria. Based on the results set, users can then view additional

information in filing, company and screening folders; and view, download, upload and print submission documents.

A user can query for information using one of the following methods:

- A Simple Query when searching for items on a limited selection of specific criteria, and

- A Full Text Query when searching through all submissions in EDGAR for words, phrases, or proper names.

From the result sets of simple or full text queries, information can be viewed through a filing, company or screening folder. A Filing Folder contains information regarding a particular EDGAR filing. This folder does not contain the text of the filing, but rather information about the filing. A Company Folder contains information regarding a particular company and is created for every filing entity/company in the EDGAR database. A Screening Folder contains information about filings made by or about a company (with the exclusion of ownership filings) including: all filings, open filings, filings in review, 8-K filings, uploads, and letters.

From these folders the contents of submission documents can be viewed, printed or downloaded. Documents downloaded to a user's local computer can use the Microsoft (MS) Compare Document capability to see changes that have been made by comparing an original document with an edited or newer version (e.g. an original filing with subsequent amendments).

EDGAR also provides the capability of uploading documents such as letters, memoranda and other related material residing on a user's workstation into a filing folder or a company folder in the EDGAR database through the EDGAR Workstation. In particular, Screening Sheets, once completed, can be uploaded to a filing folder to become part of the SEC filing record. They reflect information from financial statements for specific types of filings and form types and assist SEC EDGAR users in the analysis or review required for the submission.

Although uploaded documents are considered to be private and therefore not disseminated to the public, an EDGAR Workstation user with the appropriate privilege can convert certain private documents to public documents. These converted documents can then be disseminated to the public.

C.6.1.2.1.4   Quick Query

Quick Query is an application on the SEC intranet that allows an SEC user to search for companies and their filings with a restricted set of criteria without first having an EDGAR user account. Quick Query returns result sets faster than the EDGAR Workstation because there is no user authentication and there is only a limited query capability on public information.

C.6.1.2.1.5 Electronic Paper Submission

Because paper submissions are still allowed for certain form types and situations, such as temporary and ongoing hardship exemptions, EDGAR allows an SEC user with the appropriate privilege to assemble and submit a paper filing into the system. A series of screens in the EDGAR Workstation allows information contained in a paper filing to be entered and submitted to EDGAR where it is validated and processed in normal fashion.

C.6.1.2.1.6 Reporting Subsystems

EDGAR provides another browser-based interface on the SEC intranet to give authorized personnel the ability to request and generate reports. The EDGAR Reporting subsystem, which requires userid and password access, allows SEC personnel to retrieve, view, and print reports that have been requested offline and are regularly scheduled; or to dynamically generate reports online using the Reporting query interface.

Dynamic queries can be issued for

- Deleted Entities,

- Filing Adjustments, and

- Fee Suspended Filings.

For each query there are parameters that may be selected to further refine the query.

Reports that have already been scheduled and generated will appear in the folder of the owner that requested the report. These reports are listed in chronological order with the most recently generated report at the top of the list. Each is selectable and is stored as an ASCII text file that can be viewed or printed.

C.6.1.3 Public Services – Public Reference Room and Company Database Subsystem

A subset of EDGAR Workstation services is available to the public on the Public Reference Room (PRR) website. It provides access to the EDGAR database on the SEC intranet with query capabilities for Submission/Filing, Entity, and Form Type Template Database (FTTD) data. Since the PRR website does not require any user authentication processes, data access from the PRR is restricted to read-only public information.

The Company Database (CDB) provides a company/CIK lookup feature for anyone with internet access. It allows filers, investors, and SEC personnel to access entity information such as, but not limited to, CIK, company name, address, and fiscal year end using a standard web browser. The information is updated nightly, Monday through Friday and is freely available to the public over the internet.

C.6.1.4   Dissemination Services

Once processed and accepted by EDGAR, all public filings are immediately disseminated to the Northrop Grumman Public Dissemination Service (PDS) in real-time. The data is then disseminated to PDS subscribers. The data is also disseminated to the SEC's public website at www.sec.gov. From these two sites, EDGAR information is immediately disseminated to the world giving the public access to and use of EDGAR filings.

C.6.1.5   Data Replication Services

Besides the data replication service to the DR site, EDGAR provides copies of data residing in the EDGAR Data Resource to internal SEC platforms for use by EDGAR and non-EDGAR SEC applications. This replication service is provided for the Filing, Submission and Entity (FSE) database, the AMS Momentum database, and other internal SEC data stores.

Most FSE data is replicated in real-time to other SEC databases on remote platforms using the Sybase Replication Server. This enables SEC third party applications to gain access to the information on a read-only basis.

Filing fees and fee payment information in the EDGAR Momentum database is replicated to the SEC Momentum counterpart by a batch application that is run nightly. At approximately 9:00 p.m. each business day a file is generated by EDGAR that is eventually loaded into the SEC Momentum server.

C.6.1.6   Services Provided To EDGAR

Although most applications and interfaces in EDGAR provide services to filers, the public, SEC users, and SEC applications, some EDGAR interfaces receive information from entities external to the SEC.

C.6.1.6.1   Mellon Bank

Filers that submit fee-bearing submissions pay fees to the SEC either directly to the SEC filing office, or to the SEC account at Mellon Bank in Pittsburgh, Pennsylvania. Because these transactions must also be recorded in EDGAR's Momentum Database, EDGAR provides two interfaces to Mellon Bank to receive this information. The first is an application-to-application interface for wire transactions that are sent to EDGAR from Mellon Bank every five minutes between the hours of 6:00 a.m. and 6:00 p.m. The second interface receives lockbox transactions in a file from Mellon Bank once daily at approximately 3:00 p.m. This file includes all wire and non-wire transactions (checks and cash) that had been deposited in the SEC account.

C.6.1.6.2 NASD Central Registration Depository

Once each business day, a Central Registration Depository (CRD) file containing broker/dealer information is electronically delivered by the National Association of Securities Dealers (NASD) to EDGAR where a standalone EDGAR CRD application parses the file and inserts Broker-Dealer submission, filing, and entity-related data into the EDGAR Enterprise Data Resource (EDR).

C.6.2 EDGAR Foundation Application Support

Underlying all EDGAR application services and interfaces is the EDGAR foundation software:

- Receipt and Acceptance (R&A), which manages automated submission processing including validation, storage, and dissemination;

- Analysis and Review (A&R) which processes requests from analysts, examiners and filer support staff who wish to query, search, and retrieve documents from and information about EDGAR submissions;

- Software infrastructure support to provide middle-tier logic that manages distributed component-based R&A and A&R applications; and

- Database infrastructure support to manage storage and retrieval of information for R&A and A&R applications.

C.6.2.1 Receipt and Acceptance (R & A) Subsystem

R&A provides Solaris/CORBA-based automated submission processing for corporate filings submitted to the SEC. Its subsystems provide the following functionality:

- Receipt retrieves, parses, syntactically validates and stores all XML and XFDL encoded submission files that were transmitted to EDGAR by Filer Management, FilerWeb, OnlineForms/XML, and Leased-Line;
- Acceptance semantically validates submissions using a variety of SEC filing rules;
- Fee calculates filing fees and fee payments according to the SEC's financial reporting and accounting requirements;
- Filer Notification generates messages to filers when an accepted or suspended state is reached for submissions; and
- Dissemination processes live, accepted public submissions and transmits them to servers that display them to the world.

C.6.2.1.1 Receipt Subsystem

The Receipt subsystem processes all files immediately after they are captured by the EDGAR system. Header and Document data from a submission document are extracted. All field-level (header) data is parsed, stripped of XFDL tags (which are discarded), and validated according to information in the Form Type Template Database (FTTD). Extracted documents are parsed and

validated against a list of valid ASCII characters; SGML and HTML tags; and format and encoded PDF content. Once field and document level validation has completed submission-level validation is performed. This type of validation includes verifying the presence of a primary document; and that the number of documents, items, module, segments, serial company names do not exceed the maximum allowed. Additional validation is performed on CIK/CCC combinations, referenced file numbers, and module/segment references. Throughout this process, a number of status messages are registered with the Logging Component and errors in the submission recorded to a Submission Error File (SEF). Only if a submission file passes tight syntactic validation can it continue with processing by the Acceptance Subsystem.

C.6.2.1.2   Acceptance Subsystem

Filings that have been successfully processed by Receipt continue with additional validation processing by Acceptance. The Acceptance subsystem semantically analyzes and verifies filing information for each submission based on defined SEC acceptance rules. Each submission type has its own "rule map," which must be satisfied before the submission can reach a state of Accepted. Rules to be enforced for each submission, and the order in which they are enforced, are maintained in the EDR and include:

- Acceptance Filing Rule Report

- File Number Assignment Rules

- Filing Requirement Rules

- Effectiveness Date Rules

- Dissemination Rules

- Duplicate Forms Validation Process Rules

- Filing Date Rules

- Subject Company Validation Rules

- Ref429 Validation Rules

- Timeliness Rules

If Acceptance finds that any of these rules are not satisfied, it can register a warning or it can suspend or block the submission.

C.6.2.1.3   Fee Processing

The Fee subsystem supports the automated processing of filing fees, fee payments, and the SEC's financial reporting and accounting requirements. The four components of the the Fee subsystem are Cash Receipt Interface, Fee Process Interface, Fee Account Interface, and Momentum Financials (Momentum).

Cash Receipt Interface was implemented to record payments made to the SEC account at Mellon Bank. Records of these payments are sent to EDGAR Momentum in both wire and lockbox transactions.

Fee Process Interface supports the application of filing fees and fee validation on fee-bearing submissions

- Pursuant to Section 6(b) of the Securities Act of 1933 and are not T+3 offerings),

- Pursuant to Section 307(b) of the Trust Indenture Act of 1939 (flat fee).

If a submission requires a fee for which no fee has been registered at the time EDGAR receives the filing, the submission is blocked for invalid fee offset amount. The submission is then placed in a state of "Fee Polling" in which the balance in the payor CIK account is queried every 15 minutes for 24 hours. If there is still a deficit amount after 24 hours, the submission is suspended for insufficient funds. Filer Support Staff monitors filings that are in "Fee Polling" and may block the submission, suspend the submission, waive some or all of the fees, or change/correct fee data for the submission.

Fee Account Interface manages CIK account data in Momentum and tracks all fee payments made and filing fees incurred by a particular CIK. A CIK account is checked before every wire, lockbox and fee transaction is saved to Momentum. If it does not already exist, a CIK account is created from the parsed CIK of the wire or lockbox transaction, or the payor CIK of the submission.

Momentum Financials is a commercial-off-the-shelf (COTS) JFMIP-certified financial management system from American Management Systems (AMS). It is used to monitor the various automated fee activities including CIK account management and reporting (organizing entity deposits, filing fee incurred, and offset/waivers and refunds), revenue management, reporting by form type and filing type, general ledger, journal audit trails, and fee account receivable management.

C.6.2.1.4   Filer Notification

For every file submitted to EDGAR, a notification is generated and sent to the filer by e-mail, or retrieved from a host repository in the case of Leased Line filers. The Filer Notification subsystem consists of

- Filer Notification E-Mail (FNE), which interacts with the SEC-supplied SMTP server to deliver e-mail notifications; and
- Filer Notification Staging (FNS) which stages notifications to disk where it can be accessed by Leased Line filers.

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If a submission is suspended or is a test submission, FNE will block out certain sensitive fields in the email since FNE notifications are sent out over the internet. However unlike FNE, FNS notifications do not block out fields because the Lease Line filer who views the these notifications will do so over a secure connection.

The five types of notifications that filers can receive are:

- Submission notifications, created when the test or live submission is either accepted or suspended, and contain information on the status of submission and any corrective actions that should be taken if the submission is suspended;

- Return Copy, created when a submission has requested it, and consists of a concatenation of all of the documents that were part of the original submission;

- Expired Segment notifications, created when segments expire and are deleted from the system;

- Form ID, an extension of the submission notifications, created only for submissions for requesting access codes, and

- Suspended Deadqueue notifications, created when a submission has been deadqueued and then suspended via the EDGAR R&A Admin Tool (special dynamic text tells the user the steps to take to correct the submission).

C.6.2.1.5   Dissemination

The Pre-Dissemination (PD) subsystem prepares all live, accepted submissions for both dissemination at the Public Dissemination Site (PDS), and indexing on the Text Management System (TMS). The Dissemination subsystem then subsequently disseminates public submissions to the Public Dissemination Service and the SEC website at www.sec.gov.

Because submissions can be either public or private, and contain documents that are also either public or private, PD may create a dissemination file that may not contain documents that appear in the original submittal. This distinction is important because those submission and documents types that are defined in FSE to be private will not be disseminated to the public. For example, a submission with a type of CORRESP (i.e. a correspondence submission) will not be disseminated to the public because CORRESP is defined to be a private submission type. There will be no public dissemination file created. Only a private version of this submission will be created for TMS. In another example, a submission with a type of 10-K that contains a document with a type of CORRESP will be disseminated to the public but without the correspondence document. So a public dissemination file without the CORRESP document will be created, and a private dissemination file including the CORRESP document will also be created. The public dissemination file will be disseminated to the SEC staging platform and PDS, and both public and private dissemination files will be sent to TMS.

Files destined for public dissemination will be placed on PDS queues for additional processing by the Dissemination subsystem. Files destined for TMS will be placed on TMS queues to be indexed by the Hummingbird TMS software to enable full text queries on document contents.

PDS immediately disseminates to each of the EDGAR dissemination subscribers. For each dissemination file transfer, an entry is created in the Dissemination End-of-Day files to provide an audit trail of the day's successful transactions. At close of business (10:00 p.m.) each business day, these files are sent to PDS. At 10:00 p.m., dissemination files not transferred to PDS (many of those received after 5:30pm) go into a holding queue until the next business day. They are disseminated starting at 6:00 a.m.

C.6.2.2   Analysis and Review (A & R)

Analysis and Review (A&R) provides support for EDGAR and PRR Workstation applications that provide data retrieval, review, and modification functions to analysts over the SEC Intranet.

Since each A&R processing sequence is initiated by a user action (requesting information from the EDR, the results of which are immediately displayed to the requestor), a state processing model like the one in R&A is not required. However A&R processes do provides a basic workflow framework for SEC analysts that track the creation of routing rules to determine how assignments are generated for specific users or groups upon receipt of selected submissions; and progress of these assignments by displaying the assignments' type and status fields.

A&R also provides the capability to monitor the in-progress processing of submissions as they move through the various subsystems in R&A; and to examine processed submission meta data in FSE, document contents in TMS using full text searches, and fee data in Momentum.

A&R interfaces with the Automated Submission Processing Manager (ASPM) when authorized EDGAR workstation users correct blocked and suspended submissions, intervene in fee-bearing submissions, and create post-acceptance corrections (PACs). A&R re-inserts the corrected submission into the appropriate R&A subsystem so that the correction can take effect.

C.6.2.3   Software Infrastructure Support

The EDGAR infrastructure is designed to efficiently distribute and manage work to each subsystem of R&A and A&R across a variety of platforms, ports, and protocols. This software specializes in mechanisms to move in-process work from

- Internet services to Receipt and Acceptance (R&A);
- SEC workstation services to Analysis and Review (A&R);
- One subsystem to another in accordance with the R&A state-processing model;

- A&R to R&A for paper submissions, blocked edits and post-acceptance corrections; and
- R&A and A&R to the databases of the EDGAR Enterprise Data Resource (EDR).

The infrastructure software also provides support to integrate the many Commercial Off the Shelf (COTS) products to the custom EDGAR software. Though it is beyond the scope of this document to discuss the details of this software, some of the major COTS products are listed here:

- Hummingbird SearchServer, for full text management;
- AMS Momentum Server, for the fee processing database access;
- Sybase Adaptive Server Enterprise (ASE), for relational database access;
- Microsoft SQL Server to store data for Host Print and Screening Sheet functions;
- HP Open View Network Node Manager, to provide a framework for system-wide network monitoring;
- Tuxedo and Jolt Commercial Off the Shelf (COTS) products from BEA Systems Inc. to provide inter process communication between Java-based EDGAR application software and the AMS Momentum Server.
- FASTCopy, to transfer dissemination files to the Public Dissemination Service (PDS);
- Samba, to provide file directory services from Unix-based to Windows NT-based systems; and
- XBRL validators, to allow documents using eXtensible Business Reporting Language (XBRL) to be processed.

C.6.2.3.1   Automated Submission Processing Manager (ASPM)

Infrastructure support for R&A is under the control of the Automated Submission Processing Manager (ASPM). It is composed of two service components: Automated Submission Transmitter (AST), and Automated Submission Manager (ASM). These service components work together to process submissions from start (receipt) to completion (dissemination).

AST is responsible for moving submissions from platform to platform.

ASM is responsible for invoking the appropriate underlying subsystems to provide parsing, validation, fee checking, filer notification, and dissemination services. The ASM architecture is state-table driven: As each subsystem completes its portion of the processing, it returns a completion status that is used by the Messenger component of ASM to determine the next appropriate subsystem to invoke. Once all appropriate subsystems have completed processing, ASM performs cleanup processing to remove temporary artifacts that were generated during submission processing.

In the event a submission has a problem that may be corrected (or waived) by SEC support staff, the submission goes into a "blocked" state and is sent to the A&R subsystem. At this point, R&A has relinquished control of the submission to A&R. Once SEC filer support has made the

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appropriate decisions and corrections to the submission, it is re-submitted to R&A where ASM resumes automated submission processing.

C.6.2.3.2 Data Objects

Data Objects retrieve data from and update data to the EDR. They provide a middle tier layer between subsystem objects and the stored procedures and triggers of the EDR. By isolating subsystem objects from knowledge of specific content and structure details of EDR, maintenance of data objects is facilitated. Data Objects are designed to be serviced by a particular subsystem and are categorized accordingly:

- Submission Data Access objects supporting FilerWeb, OnlineForms/XML, and Filer Management, retrieve and update EDR data;

- Receipt Data Access objects add filing data to the EDR during submission processing;

- Acceptance Data Access objects retrieve and update data to validate the contents of the filing based on filing rule data stored in the EDR;

- A&R Data Objects support large amounts of data retrieval and update;

- Dissemination Data Access objects retrieve information for the purpose of creating dissemination headers, and update dissemination status and time; and

- Filer Notification Data objects support retrieval and update of notification data.

Although the data objects described above were created for specific subsystems, a number of data objects are implemented as common data access objects since they are needed by both R&A and A&R subsystems.

C.6.2.3.3 Commercial Off The Shelf (COTS) Middleware Support

EDGAR makes use of two middleware COTS products to support EDGAR infrastructure software:

- Jaguar Component Transaction Server (CTS) from the Sybase Enterprise Application Server, for the Sun/Solaris platforms in R&A; and

- Microsoft Transaction Server (MTS), for the Windows NT platforms in A&R.

C.6.2.3.3.1 Sybase Enterprise Application Server - Jaguar

Automated Submission Processing Manager (ASPM) and its two service components: Automated Submission Transmitter (AST) and Automated Submission Manager (ASM) were built using the Jaguar Component Transaction Server (CTS), a product of Sybase Inc. that follows the Common Object Broker Architecture (CORBA) standard.

EDGAR uses Jaguar to perform the following:

- Transparent access to the FSE;

- Built-in web server HTTP(s) support that allows a file to be transferred between client and server;

- An interface to the browser-based Admin Tool used by production support staff;

- Management of multiple client sessions (threads);

- Load-balance incoming submission work on R&A platforms;

- Load-balance transactions on A&R platforms;

- A bridge to the NT-based A&R transactions.

Jaguar components provide transparent access the FSE database. Client applications retrieve an object reference to a Jaguar component which in turn invokes underlying methods to insert, retrieve, and update FSE data. These applications manipulate data through object interfaces where no knowledge of SQL or other database specific mechanisms are needed.

Two special features of Jaguar that are used in EDGAR data objects are the connection cache to manage the number of connections to the FSE, and the component transaction model to manage transactions processing issues.

C.6.2.3.3.2 Microsoft Transaction Server (MTS)

A&R software infrastructure uses Microsoft's Transaction Server (MTS) for the development and deployment of applications using Windows NT Web-based interfaces. MTS uses Microsoft's Distributed Component Object Model (DCOM) and Component Object Model (COM) technologies to provide comprehensive component functionality:

- Automatic transaction support;

- Role-based security;

- Access to databases;

- Message queuing; and

- Resource pooling (database connections, object pooling, etc.).

The Microsoft-provided COM engine supports the NT-based Visual Basic transactions for A&R communication to Java objects on Host Solaris platforms. It creates a wrapper for VB objects to enable efficient communication to remote Java objects. It also provides functionality to allow VB objects to communicate with the database and to LDAP.
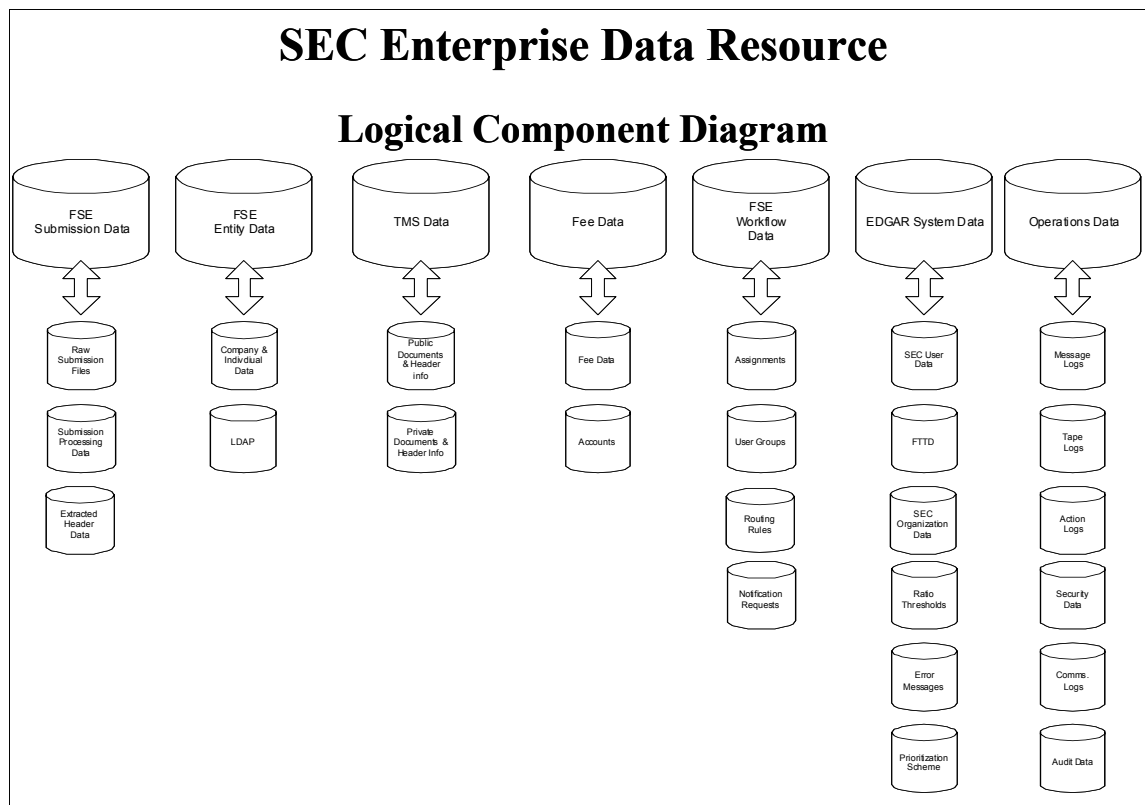
Figure C-3. EDR Logical Components

C.6.2.4   Database Infrastructure Support – Enterprise Data Repository (EDR)

The EDGAR EDR is composed of smaller relational and text management databases:

- Filing, Submission, and Entity (FSE)

- Text Management System (TMS)

- Momentum

- EDGAR Company Database (CDB)

- Web Page Support

- Screening Sheet

- Host Print

Header data is stored in the FSE, submission documents in TMS, financial data in Momentum, and company data available to the public in CDB. EDGAR and PRR workstation applications use EDR to store login access and user privileges, web page support to store display and menu

options that are dependent on user and use, host print to store print jobs that have been requested, and screening sheets to store an index of "in progress" Screening Sheets.

C.6.2.4.1 Filing, Submission and Entity (FSE)

The FSE database stores all filing, submission, and entity information as collected by the EDGAR Subsystems. In addition to transactional information, the database contains assignment and audit information and the Form Type Traceability Database (FTTD).

The types of data that FSE stores in a Sybase relational database structure include

- Submission data in EDGAR raw data files, filing documents and correspondence;

- Submission process data, errors and form type rules;

- Submission tagged header data, accession numbers, filing numbers, and dates;

- Entity data (company information) in EDGAR, Central Index Key (CIK), CIK Confirmation Code (CCC), name, contact information, and Internal Revenue Service (IRS) number;

- Filing data, filing dates, file numbers, and offering data;

- Assignments to SEC user and user groups;

- Routing rules;

- Notification requests that SEC users created for particular submission types; and

- Form Type Traceability Database (FTTD), not a distinct database, but a logical subset of the FSE.

The FTTD assists A&R users by allowing them to query the database and receive information concerning filing rules, requirements, form act year, and Form Type descriptions. It is a logical database composed of a subset of FSE tables and is accessed by users of the EDGAR and PRR Workstation.

C.6.2.4.2 Text Management System (TMS)

The EDGAR Text Management Subsystem stores and retrieves data from files indexed and retrieved by Hummingbird SearchServer. The database is updated by EDGAR TMS processes in R&A and is accessed in read-only fashion by the A&R website processes. Data stored in TMS consists of accepted submission documents. This database has been optimized for full text searches and allows users to query on characters, words, or phrases inside the filing documents as well as on some filing header information. EDGAR and PRR Workstation applications use the Full Text search interface to access the stored procedures that query the TMS database.

C.6.2.4.3   AMS Momentum

EDGAR Momentum data consists of account, fee, and offering data. Momentum Financials provides management and reporting for CIK accounts, entity deposits, filing fees incurred, and offsets/waivers and refunds. It also provides revenue management and reporting by form type and filing type. Other functions include a general ledger, journal audit trails, and fee account receivable management.

The Momentum Desktop application is the primary Momentum user interface that allows the SEC to store and retrieve the following:

- Checks received by the SEC for filing fees;

- Write-offs;

- Refunds;

- Fee transfers;

- NASDAQ filing fees;

- Returned checks;

- CIK accounts;

- Status of documents;

- Plans and budgets;

- Reference data;

- Reports.

C.6.2.4.4   Company Database

The company database was created for those interested in finding basic SEC information on a filing entity or company. It is a collection of database tables that is updated on a nightly basis with data from the FSE database and is available to the public through a standard web browser. Data for each company in the CDB include:

- Central Index Key (CIK);

- IRS number;

- Reporting file number;

- State of Incorporation;

- Fiscal Year End date;

- Date the company was modified;

- Company Name; and

- Company Address (street, city, state, zip, and telephone).

C.6.2.4.5 Web Page Support

The Web Page Support database, WebPageSupport, contains tables that control EDGAR Workstation user interface elements such as Screen Commands, Help File references, and Query sort parameters. The content of this database is controlled in the Configuration Management baseline and is updated as necessary via the controlled build and deployment processes.

C.6.2.4.6 Host Print

The Host Print database, HostPrintDB, resides on a Windows NT Server under Microsoft SQL Server. It stores information regarding print jobs that have been requested by SEC users on the EDGAR Workstation. It tracks the unique information necessary for the Host Print user to retrieve the applicable document(s) from the TMS repository, to identify the user who initiated the print request, and to route the print job to the proper high speed Local Area Network (LAN) printer. The content of this database is updated dynamically by the A&R and PRR websites and Host Print Assembler processes.

Host Print allows multiple documents obtained from TMS to be printed in a manner that reformats large tables so that one line of a table appears on one line in the printed version.

C.6.3 EDGAR Hardware

The EDGAR system is built upon a Cisco-based 10/100 BaseT Ethernet network. System hardware includes multi-processor Sun Solaris-based application platforms, Windows NT-based application platforms, Solaris-based firewall platforms, Cisco routers, and EMC data storage platforms.

C.6.3.1 File Centric Platforms

Platforms that support the Receipt Subsystem are called FileCentric platforms, so named because processing on these servers centers around the submission file. Each FileCentric platform, also known as a Receipt server, can support parallel processing. This design was implemented to address intense filing peak periods during which many thousands of submissions of a certain type are filed each business day/hour at the same time as many large time-consuming submissions and small high-priority submissions. Document extraction and syntactic validation of all header fields and documents within a submission is almost always the most CPU-intensive and time-consuming activity associated with processing a submission.

C.6.3.2 Data Centric Platforms

Platforms that support the Acceptance subsystem are known as DataCentric platforms, so named because processing on these platforms centers around data already stored in the FSE. The

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Acceptance subsystem can operate on any platform that also hosts the DataCentric server to provide semantic validation of all rule-based information associated with submissions being processed.

C.6.3.3 Enterprise Data Repository (EDR) Platforms

While FSE and Momentum database servers reside on an EDR platform, and the Hummingbird SearchServer resides on the TMS platform, actual data stored by these servers resides on supporting partitions on a local 1000GB EMC Symmetrix disk array. Major subdirectories that support submission processing on both FileCentric and TMS platforms are also located on EMC virtual disk partitions.

EMC's PowerPath is used to combine multiple path I/O capabilities, automatic load balancing and path failover functions for server platforms connected to the EMC Symmetrix so that the most efficient route to the EMC platform from an EDGAR platform can be determined for each transaction write request, redundant fiber connections can be used for FileCentric servers, and all EMC write transactions are load-balanced on EDR, TMS, and FileCentric platforms.

C.6.4 EDGAR System Management

C.6.4.1 Environments

The EDGAR system contains at least four different environments in which all or part of the EDGAR software may be running concurrently:

- Production, the environment that is presented to the public and has strict operational hours during business days;
- Disaster Recovery, the environment that is in standby mode during business hours in case there is a failure in Production;
- Development, the environment used for software development purposes; and
- QA/Testing, the environment used to test software prior to releases.

Although these environments have similar software, hardware and network configurations they operate independently of each other and are under the control of different EDGAR staff. The SEC mission critical system is the Production environment. Management of it is under the control of specially designated production staff. Any anomalous event in Production is given top priority. Management of Disaster Recovery is also strictly controlled as it must be available at a moment's notice in case of Production failure.

Although both Development and Testing environments are less sensitive in terms of immediate availability, they are necessary for EDGAR Release work that is always on a strict timetable. These environments are under the control of development and QA/Testing staff, respectively.

C.6.4.2   System Monitoring Platform

Several system monitoring tools are used to manage daily operation of the EDGAR system. EDGAR uses HP Openview on the Network Node Manager (NNM), to constantly track the status of all Solaris and NT platforms in the Production system. If a platform is malfunctioning or does not respond in the normal fashion, an alert is automatically created and distributed to employee-held pagers. In addition, each subsystem on each platform tracks its own performance and may raise an alert (for dead-queues, etc.), which results in an SNMP message being delivered to NNM for processing by HP Openview. Each platform also has a script running in the background to monitor the performance of each active COTS program on the platform.

The R&A Admin Tool is accessed through an intranet-based system using a web browser that is located on a Receipt server for a given environment. The Automated Submission Processing Manager that implements the CORBA ORB and the web server (Jaguar) also manages the Java servlets which power the Admin Tool. Although viewing access to platform logs (including alert, trace and error messages) and ASM queues are open to anonymous users, more advanced functionality requires access by username and password. Once logged in, the user can then access submission, post-acceptance corrections (PAC), QuickSilver queue monitoring, and user management functions. Typically, only EDGAR Production System Support (PSS) group members have access to this extended functionality.

C.6.4.3   Backup and Archive

The EDGAR architecture utilizes EMC platforms to support real-time backup (data mirroring) and daily archiving procedures for EDGAR servers. A Storage Area Network (SAN) implementation enables software on specific EDGAR platforms to access centralized data (EMC) at both Operation center (OPS) and Disaster Recovery (DR) sites redundantly. In the current configuration, the FSE/Momentum database platform (EDRx), RSx platforms, and TMSx platforms are connected to the EMC storage via two separate fiber channel (FC) paths, using dual SAN switches. By using EMC PowerPath software's multi-path load balance and path failover feature, the servers get a performance boost and redundancy. The new SAN setup makes it easier to add more servers to the EMC storage configuration, such as planned TMS platforms and more EDR platforms.

EDGAR implements the **D**ense **W**avelength **D**ivision **M**ultiplexing (DWDM) as Symmetrix Remote Data Facility (SRDF) link on EMC storages at production and disaster recovery sites. This technology enables the DR site to be anywhere in the country. All the EMC data is replicated to the remote Disaster recovery site in real-time through the high bandwidth SEC WAN. All EDGAR failover operations and procedures are dependent on Production data being mirrored efficiently.

Archiving tasks initiated from the NBUMaster Solaris platform save all centralized data, such as the FSE database, TMS repository, and submission artifacts, nightly through the SAN to an L100 Tape Library. Advantages gained by archiving EDGAR data using the SAN include:

- Faster backup over the fiber channel; and

- Separate network for backup than LAN

C.6.4.4   System Cleanup

The System Cleanup component removes various types of database records and disk files from the EDGAR system after a predetermined expiration period. The System Cleanup component consists of two processes: Database Cleanup and File System Cleanup.

The Database Cleanup portion of System Cleanup is a Java program that is initiated by a nightly job on the Receipt server and performs the following

- Reading the configuration file to determine the time period to wait before performing the prescribed cleanup activity (for example, the number of days to wait before deleting test submissions);

- Computing the start date for cleanup taking into account weekends and SEC holidays;

- From the start date computed above, querying the FSE to determine what can be deleted (e.g., submissions, modules, and log records);

- Logging a message indicating that the deletion was successful (or not).

The file system cleanup portion of System Cleanup is also initiated by a nightly job on R&A servers. The primary focus of this procedure is to clean up directories that hold submission input records and the parsed output. The file system cleanup procedure determines which submissions have been successfully processed and are more than two days old. It determines which directory is associated with the submission file and if it is not a suspended submission, deletes the directory. The results are recorded in a date stamped log file.

C.7   Required Functionality

C.7.1 Operations and Maintenance

Figure C-2 presents a logical view of the current and future EDGAR Subsystems and the EDR. The EDGAR Subsystems shall be provided and/or maintained by the Contractor.

With the exception of the EDGAR Disaster Recovery equipment, GFE EDGAR Subsystems are located at the SEC Operations Center in Alexandria, Virginia.

The Contractor shall provide O&M and technical support services for the following subsystems and the components of the EDR included in this contract:

- Filer Web Subsystem
- On-line Web Subsystem
- Filer Management Subsystem

- Leased Line Filer Subsystem
- Company Database Subsystem
- EDGARLink Subsystem
- EDGARLite Subsystem
- Receipt Subsystem
- Acceptance Subsystem
- Filer Notification
- Pre-Dissemination Subsystem
- Dissemination
- Text Management Subsystem
    - TMS Private Converter Subsystem
- CRD Subsystem
- SEC Routing Subsystem
- Fee Subsystem (operations – maintenance to be SEC supplied, see Section C.7.1.1)
- Momentum Client Subsystem
- SEC Workstation Subsystem
- Public Reference Room Subsystem
- Reporting Subsystem
- Automated Submission Manager Subsystem
- Data Objects Subsystem
- Enterprise Data Repository
- Infrastructure
- System Cleanup Subsystem
- System Utilities Subsystem
- System Monitor Subsystem
- Other EDGAR Subsystems that become operational during the contract period of performance

During and after transition from the incumbent EDGAR contractor, EDGAR users shall see no degradation of functionality or performance from any EDGAR Subsystem. See Section C.7.1.1 for Fee Subsystem.

In the event of a catastrophic occurrence in the production environment, the SEC has the ability to fail over to a Disaster Recovery site which can duplicate the functionality of the EDGAR production system in a reduced capacity environment. The Contractor shall operate and maintain the existing Disaster Recovery site at the SEC Alternative Data Center in Ashburn, VA. Backup as required by the Contractor's solution for the Dissemination Subsystem (Optional

CLINs, see Section C.15) shall be at a site(s) chosen by the Contractor.[10] Specific backup and disaster recovery requirements are specified in Sections C.6, C.7, C.12, and C.15.

All facilities required to operate on-site EDGAR items at the SEC Operations Center in Alexandria, Virginia and SEC Alternative Data Center in Ashburn, VA will be supplied by the SEC. SEC will also supply space for all Contractor personnel who work on this contract. These SEC supplied facilities include building space and all necessary utilities.

The Subsystems described in Section C.7 constitute the minimum required functionality of EDGAR. For each Subsystem, the required functionality is defined either by reference to EDGAR technical documentation or by inclusion of specific requirement statements.

Unless otherwise noted, each Subsystem shall continue to provide all of the functionality embodied in the current EDGAR System.

Functionality specified for the Dissemination Subsystem shall be separable from a resource utilization and accounting perspective for the purpose of operating a privatized service.

Attachments, whose references are found in Section J, include EDGAR technical documentation, EDGAR user documentation, and documentation regarding related systems.

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[10] Ibid.

C.7.1.1 Fee Subsystem

The SEC has a development contractor for the Fee Subsystem. The Fee Subsystem development contractor will be responsible for configuration changes to the customized SEC Momentum product set, which includes the database tables, schemas, reports, and interfaces. The Fee Subsystem development contractor will be responsible for bug fixes and maintaining the Fee Subsystem code baseline.

The EDGAR contractor will be responsible for all Configuration Management (CM) activities as well as documenting, testing, and integrating all Fee Subsystem changes into the EDGAR environment. At the COTR's direction directly or through the CM process, they will be responsible for communicating problems to the Fee Subsystem development contractor and coordinating the integration of the solution into their release schedules and plans, then into the EDGAR system to close out the problem reports. They will also be responsible for engaging the Fee Subsystem development contractor to resolve any technical issues with design, development, testing, and/or integration of problem solutions and/or new requirements. The EDGAR contractor will use the current CM system for Fee Subsystem development and integration.

The EDGAR contractor is also responsible for performance of the application once deployed as part of the EDGAR system. They are also responsible for operating and maintaining the hardware and commercial products associated with the Fee Subsystem, including backup, installation, replication, management of services, operation and maintenance of commercial products, etc.

The EDGAR contractor is also responsible for the Fee processing that is part of the filing process, which includes passing the fee data over to the SEC Momentum application for processing.

C.7.2 Dissemination Subsystem

It is the intent of the SEC to continue to enhance substantially the private sector's access to and use of EDGAR data. Towards this end, the SEC is going to once again explore different models to disseminate EDGAR data. During our last EDGAR contract re-competition, Congress directed the SEC to examine proposals for the privatization of the EDGAR system and to submit a report to Congress on the examination. The only viable privatization option to emerge from this process was continued privatization of the Public Dissemination Service. The SEC funded a modernization of the Public Dissemination Service. The Contractor then funded operation and maintenance of the service through the collection of fees from subscribers in accordance with section 35A of the Securities Exchange Act of 1934. With this model, the Contractor contracted directly with Dissemination Subscribers who received the data from the Public Dissemination Service. The SEC's role in this model was to approve the subscription prices specified in the contract and to provide EDGAR data to the Public Dissemination Service as part of the pipeline EDGAR process. The Contractor was responsible for maintaining relationships with the subscribers, collecting fees associated with the service, and operating and maintaining the

service. While this dissemination model proved successful[11], the SEC continually seeks to improve the model with new advances in technology and processes.

The SEC is asking each offeror to submit proposals for two models:

- Model A (the current model): The Contractor is responsible for the facilities as well as the operations and maintenance of the equipment and the relationships with the Subscribers. Subscribers fund the Public Dissemination Service and fees are collected by the Contractor. Any upgrades or increased services are provided by the Contractor at no cost to the government. The operation and maintenance is of no cost to the government.

- Model B: The Contractor provides staff to operate and maintain the Public Dissemination Service from the SEC Operations Center. The SEC funds all upgrades or increased services as well as the relationships with the Subscribers. The SEC funds the transition from the current model to this model as well as the architectural changes and transition staffing. Subscribers pay an SEC directed rate to the U.S. Treasury for receiving the data from the SEC.

This Government expects the Public Dissemination Service to remain relatively the same, although the SEC reserves the right to change the nature of the feed as requirements and technology changes. The SEC envisions a single service provided to each Level One Subscriber – the high speed delivery of all EDGAR filings over a telecommunications line to a server with enough capacity to handle the traffic. The SEC does not envision offering other services than a real-time feed of all filings at this time.

At a minimum, the following requirements pertain to any Public Dissemination Service model:

- Real-time bulk access to recent EDGAR public filings

- Availability to subscribers immediately following acceptance
- Highly reliable electronic transmission to purchasers of dissemination services
- Provides all subscribers with equal access
- Ability to recover missed filings and/or filing with transmission errors[12]
- Security and access limitations
- Dissemination subscriber billing and payment processing
- Dissemination subscriber technical support (to include off hours paging)

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[11] The model dropped the cost of dissemination from $270,000 to under $50,000 and tripled the number of Level I Subscribers.

[12] The Dissemination Subsystem is not intended to replicate the full EDGAR filing database. Retention of electronic filings within the Dissemination Subsystem shall be only for that period of time needed to provide Dissemination Subsystem subscribers with the ability to recover missed or damaged filings for a reasonably short time period following acceptance by SEC. Dissemination Subsystem subscribers may use the EDGAR Internet Site Subsystem for access to older filings.

These features may be provided directly by the Contractor or through managed subcontractual relationships.

The Contractor is **encouraged to propose any additional innovative privatized Dissemination system concepts** in addition to their response to Model A and Model B above that meet the objectives stated in Section C.7.2 and elsewhere in this statement of work.

C.7.2.1 Pricing Models

Offerors should provide a fixed subscription pricing model for Model A and Model B. The pricing model should be structured to establish incentives for the Contractor to both acquire subscribers and keep dissemination service prices low. The Contractor shall establish the marketing, sales and pricing schedules for disseminated services.[13]

The Contractor shall provide **yearly fixed subscriber price** schedules (one for each of the six contract years). Underlying this first pricing model SEC desires to avoid the expense of annual audits and price setting. In each of these subscription fee schedules, subscription prices shall vary as a function of (and inversely to) the number of subscribers. The Government will not reimburse the Contractor for any claims in the event that its pricing algorithms fail to provide for sufficient revenue to covers its costs.

At the end of two years the Government may request a renegotiation of this first pricing model for any of Contract Years 3 through 6. Notice of intent to renegotiate this first dissemination pricing model shall be provided by the Government six months in advance of the end of the initial two year period.

Under the first pricing model, should the Government recompete the contract after three years, the Government will pay the Contractor the amount bid in its offer as unamortized expenses that the Contractor expected to recover in years 4 and 5. The amount proposed is not to include anticipated profits, but expenses incurred less the amount already amortized (and thereby recovered, or expected to have been recovered, through subscriptions).

In addition to the six year fixed subscriber price schedules, the contractor is encouraged to provide **alternative pricing models.** Such pricing models may be based on usage charges or other mechanisms that match the characteristics of the Dissemination system concepts provided per Section C.7.2 and meet the privatized Dissemination Subsystem objectives in Section C.7.2.

C.7.2.2 SEC's Selection of a Dissemination Concept and Pricing Model

The SEC will select a Dissemination system concept and pricing model at contract award.

SEC shall, at its option, (1) accept the Offeror's Dissemination pricing model for privatization or, (2) audit regulated pricing yearly. If audited pricing is selected, cost/profit data provided in the Offeror's Proposal shall be used as a basis for the first contract year. Audited costs and agreed upon profit shall be used as the basis to establish dissemination fees in subsequent contract years.

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[13] See special price/cost instructions for the Dissemination Subsystem in RFP Section L.6.7.4. for detailed data required for each alternative pricing model.

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C.7.2.3 Separation of the Dissemination Subsystem from Other Contractor Activities

The Contractor shall maintain the Dissemination Subsystem completely separate from any other EDGAR related systems, products or services it shall offer for sale. The Contractor shall not co-mingle staffing, functions, or services unless agreed upon by the Government in writing. If the Contractor wishes to participate in the EDGAR related value-added market, it shall do so in a manner in which there is no advantage to itself by virtue of its being the EDGAR disseminator. The Contractor shall also pay dissemination subscriber fees for access to EDGAR data in the manner of any other subscriber in the event it chooses to offer value-added services.[14]

C.8 Deliverables

Outlines for contract deliverables are included in Section J. All written deliverables shall be provided as specified in Section H.12, Contractor Submissions. All user documentation (filer, public and SEC) shall conform to Government requirements for plain English text.[15]

C.8.1 Plans

The Contractor shall deliver the plans indicated in the "Title" column of Table C-3. These plans shall contain the policies, procedures, and methodologies necessary for operations, and, in some cases, activity and deliverable schedules. The "Proposal" column indicates a delivery with the Contractor's proposal. The "CA+15" column indicates a delivery fifteen (15) business days after Contract Award. The "Monthly" column indicates a delivery every calendar month. The "Quarterly" column indicates a delivery every three months. In the "Proposal", "Monthly", or "Quarterly" columns: a '-' means not applicable, a 'D' means a one time or initial delivery, and a 'U' means an update of a previous delivery. Section J.2 lists all deliverables required of this contract.

Title	Proposal	CA+15	Monthly	Quarterly	Semi-Annual	Per Release
EDGAR Configuration Management Plan	D	U	-	-	U	-
EDGAR Program Management Plan	D	U	-	-	U	-

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[14] The Dissemination Subsystem is intended for bulk access to filings by purchasers of dissemination services. Any other service shall be considered a "value-added service".

[15] The Contractor is referred to the following SEC documents for guidance regarding plain English text requirements
Plain English Disclosure January 28, 1998. Effective Date: October 1, 1998, at
SEC's DRAFT A Plain English Handbook, at www.sec.gov/consumer/plaine.html.

Title	Proposal	CA+15	Monthly	Quarterly	Semi-Annual	Per Release
EDGAR Quality Management Plan	D	U	-	-	U	-
EDGAR System Development Plan[16]	D	U	-	-	U	-
EDGAR Transition Management Plan[17]	D	U	U	-	-	-
EDGAR Rolling Replacement Plan[18]	-	D	-	-	U	-
EDGAR Security Plan	D	U	-	-	U	-
EDGAR Program Disaster Recovery Plan	-				U	-
Cutover Test Plans	-	-	-	-	-	D

Table C-3. Deliverable Plans

C.8.2 Reports

The Contractor shall deliver the reports indicated in the "Title" column of Table C-4. The "Transition" column indicates a delivery at the end of the Transition Activities task. The "Monthly" column indicates a delivery every calendar month, in conjunction with the Monthly Status Report. The "Quarterly" column indicates a delivery every three months, in conjunction with the Program Management Review. In the "Transition", "Monthly", or "Quarterly" columns: a '-' means not applicable, a 'D' means a one time or initial delivery, and a 'U' means an update of a previous delivery. Section J.2 lists all deliverables required of this contract.

Title	Transition	Monthly	Quarterly	Per

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[16] The Contractor shall develop the contents of the System Development Plan based on its specific methodologies and standards.

[17] The Contractor shall develop this document based on the requirements set forth in Section C.15.1.

[18] The Contractor shall develop this document based on the purchase price of the current hardware and the recommended industry standard for its replacement.

				Release
Configuration Item List	D	U	-	-
Hardware Maintenance Log	-	D	-	-
Software Maintenance Log	-	D	-	-
Data Maintenance Log	-	D	-	-
Monthly Status Report	-	D	-	-
Program Management Review - Minutes and Action Items	-	-	D	-
Test Analysis Reports	-	-	-	D
Risk Assessment Reports	-	-	-	D

Table C-4. Deliverable Reports

C.8.3 Meetings

The Contractor shall conduct and/or participate in the meetings indicated in the "Title" column of Table C-5. The person indicated in the "Point of Contact" column shall be responsible for coordinating each meeting. The Contractor shall hold the meetings periodically, as indicated in the "Frequency" column. Specific agendas for each meeting shall be determined in consultation with the Contracting Officer's Technical Representative (COTR).

Title	Point of Contact	Frequency
Bi-weekly Status	Contractor Program Manager	Bi-weekly
EDGAR Requirements Subcommittee	COTR	Bi-weekly
Pre-Cutover Coordination	Contractor Program Manager	As needed
Program Management Review	Contractor Program Manager	Quarterly
Hardware Change Control Board	Contractor Program Manager	Weekly or as needed
Software Change Control Board	Contractor Program Manager	Weekly or as needed
Data Administration Board	Contractor Program Manager	Monthly or as needed

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Table C-5. Contract Meetings

C.8.4 Maintained Work Products

As directed by the COTR, the Contractor shall maintain the work products listed in Table C-6 as part of the execution of all tasks.

Title	Frequency
Release Schedule	Per Release
Functional Requirements Document	Per Release
Release Functional Requirements Document	Per Release
EDGAR Database Specification Document	Per Release
EDGAR Functional Requirements Traceability Matrix	Per Release
EDGAR Test Plan	Per Release
EDGAR Release Design Review	Per Release
EDGAR Release Description Document	Per Release
System Architecture Document	Every 6 months
EDGAR Implementation Plan	Per Release
EDGAR Cutover Test Report	Per Release
EDGAR Test Analysis Report	Per Release
EDGAR User Manual - Disclosure and Review	Per Release as it applies
EDGAR User Manual - Filer Support Staff	Per Release as it applies
EDGAR User's Manual - SEC Staff	Per Release as it applies
EDGAR User Manual - Public Reference Room	Per Release as it applies
EDGAR User Manual - Appendices	Per Release as it applies
EDGAR Filer Manual – General Information (Volume I)	Per Release as it applies

Title	Frequency
EDGAR Filer Manual - EDGAR Filing (Volume II)	Per Release as it applies
EDGAR Filer Manual – NSAR Supplement	Per Release as it applies
EDGAR XFDL Technical Specification	Per Release as it applies
EDGAR XFDL Technical Specification - Appendix	Per Release as it applies
EDGAR Ownership XML Technical Specification	Per Release as it applies
Form 25-NSE XML Technical Specification	Per Release as it applies
Form Type Traceability Database (FTTD)	Per Release as it applies
Form Type Processing Matrix (FTPM)	Per Release as it applies
EDGAR Operations Manual	As changes occur
System/Subsystem Specification Volume I – EDGARLink Software Subsystem	60 Days after changes occur
System/Subsystem Specification Volume II – EDGARLite Subsystem	60 Days after changes occur
System/Subsystem Specification Volume III – Filer Web Subsystem	60 Days after changes occur
System/Subsystem Specification Volume IV – OnLine Web Subsystem	60 Days after changes occur
System/Subsystem Specification Volume V – Filer Management Subsystem	60 Days after changes occur
System/Subsystem Specification Volume VI – Leased Line Filer Subsystem	60 Days after changes occur
System/Subsystem Specification Volume VII – Company Database Subsystem	60 Days after changes occur
System/Subsystem Specification Volume VIII – System Monitoring Subsystem	60 Days after changes occur
System/Subsystem Specification Volume IX - Receipt Subsystem	60 Days after changes occur

Title	Frequency
System/Subsystem Specification Volume X - Acceptance Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XI – Filer Notification Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XII - Pre-Dissemination Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XIII – Dissemination	60 Days after changes occur
System/Subsystem Specification Volume XIV– Text Management Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XV– CRD Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XVI– SEC Routing Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XVII– Fee Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XVIII– Momentum Client Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XIX – SEC Workstation Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XX– Public Reference Room (PRR) Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XXI – Reporting Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XXII – Automated Submission Manager Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XXIII – Data Objects Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XXIV – Enterprise Data Repository Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XXV – Infrastructure Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XXVI – System Cleanup Subsystem	60 Days after changes occur

Title	Frequency
System/Subsystem Specification Volume XXVII– System Utilities Subsystem	60 Days after changes occur
System/Subsystem Specification Volume XXVIII and counting – As Other Subsystems are Developed	60 Days after changes occur
EDGAR Software	Every 6 months
Network Diagrams	As changes occur
Equipment Inventory	As change occur
EDGAR Annual Service and Maintenance Agreements	As agreements are made or modified

Table C-6. Maintained Work Products

C.9 Program Management

The Contractor shall plan, monitor, and control technical performance, cost, and schedule for all tasks. The Contractor's program management responsibilities include all activities necessary to ensure the accomplishment of timely and cost effective support, performed in accordance with standards of quality that equal or exceed the requirements contained in this Statement of Work.

At a minimum, the Contractor's approach to program management shall include:

- A trained, technically-proven staff, current in the systems, technologies, and services employed by EDGAR.

- A high degree of awareness of advances in information technology having potential impact on the EDGAR computing environment, and early discussions with appropriate SEC personnel on the impact and advantages of such advances in information technology.

- An effective program for problem identification, escalation, and resolution to ensure that positive and timely actions, at all levels of the Contractor's organization, occur to address known and anticipated problems.

- An effective program for risk identification, escalation, and resolution to ensure that positive and timely actions, at all levels of the Contractor's organization, occur to address known and anticipated risks.

- An effective program for timely, flexible response to SEC user and filer needs.

- A feedback process to monitor, assess, and act upon those aspects of contract performance requiring corrective action or redirection or otherwise needing attention by either the Contractor's or the SEC's staff.

- A quality management program that: (a) monitors the performance of work during operations, (b) establishes and maintains clear and effective procedures to ensure the quality of the products delivered to the SEC, and (c) delivers all products in accordance with the requirements of this Statement of Work and individual Technical Instructions.

- Planning and coordination of all contract activities.

- A plan and schedule of hardware, software, personnel, and budgetary resources with notification to the SEC COTR on a regular basis of any hardware, software, personnel and budgetary variances.

- Quality management of the contract, including relationships with subcontractors and vendors (if applicable), and of all other contractual obligations.

- A quality project management program to include resource loaded schedules (per release and across releases), reporting progress against baseline schedules, and risk mitigation.

C.9.1 Organization and Responsibilities

The Contractor shall establish and maintain a program management organization that manages, supervises, and oversees the activities of all Contractor support personnel, including subcontractor(s) and vendor(s). The Contractor shall establish a program management organization in accordance with the intended allocation of work, technical approach, reporting requirements, and management practices. The Contractor shall appoint a Program Manager (PM) who will be responsible for the Contractor's performance on all tasks. The PM shall be the primary interface between the COTR and the PM's corporate management on all matters relating to the program.

C.9.2 Program Management Plan (PMP)

The Contractor shall develop, maintain, and execute a PMP which shall include the policies, procedures, standards, instructions, forms, or checklists needed to establish project organization, structure, authority, roles, responsibilities, and internal reporting relationships; define interfaces between the Contractor and subcontractors (if applicable); establish reporting requirements; define a Work Breakdown Structure (WBS); and perform project oversight and control. The Contractor shall provide an initial PMP with the response to this Statement of Work. The SEC will provide comments on this initial PMP within five (5) business days of contract award. The Contractor shall revise the initial PMP in response to SEC comments and deliver the revised PMP to the SEC within fifteen (15) business days after contract award. The Contractor shall update the PMP at least semiannually thereafter.

C.9.3 Program Management Review (PMR)

The SEC will schedule PMRs on a quarterly basis, at a minimum, and also if the situation warrants. The first PMR will occur no later than the second quarter after contract award. Each PMR shall address: contract financial and schedule status, proposed changes to the system, issues and risks; technical accomplishments, and planned technical and risk mitigation activities. The PMRs shall be conducted at the SEC Operations Center or at SEC Headquarters.

The Contractor shall prepare an agenda in conjunction with the SEC Project Manager, develop necessary presentation materials and supporting data, and provide the key personnel necessary. The Contractor shall document the proceedings of the PMR and shall deliver the PMR Minutes and Action Items to the SEC within five (5) business days after the PMR. The Contractor shall document the status of all completed and outstanding action items resulting from the PMP in Monthly Status Reports.

C.9.4 Monthly Status Reports (MSR)

The Contractor shall provide a written MSR, which contains sufficient detail to identify the progress, status, problems, dependencies, and similar issues for all tasks. The MSR shall list each task, who performed the work under each task, and the hours expended by each staff person working on the task. The Contractor shall report on software process improvement activities and status in the Quality Management section of the MSR (see Section C.9.7.3 for additional details). The Contractor shall deliver the MSR to the COTR on the fifteenth (15th) business day of each calendar month. The Contractor shall construct the MSR with a three (3) month window of

events, documenting the past month's accomplishments, identifying current month's activities, and identifying planned activities for the coming month.

C.9.5 Biweekly Status Report (BSR)

The Contractor shall provide an oral biweekly status report to the COTR, either in person or via the telephone. The Contractor shall immediately notify the COTR or designated person and Technical Filer Support of any system failure, service outage, significant violation of operating procedures, or as necessitated by other events.

C.9.6 Configuration Management

The Contractor shall manage the configuration of the EDGAR system including, the identification and control of configuration items, the definition and maintenance of configuration baselines, and auditing and reporting on these items and baselines.

Configuration Items (CIs) are any hardware, software, documentation, and data items generated or maintained. EDGAR CIs include, but are not limited to: technical manuals, user manuals, standard operating procedures, training materials, EDGAR reports, EDGAR plans, maintenance agreements, hardware license agreements, software license agreements, all EDGAR source code and data. EDGAR data items encompass all EDGAR database and other contract-developed data, and including data pertaining to COTS products or Non-Developmental Items (NDI).

The Contractor shall report on Configuration Management activities and status in the Configuration Management section of the PMR.

C.9.6.1   Configuration Management Plan (CMP)

The Contractor shall develop, maintain, and execute a Configuration Management Plan (CMP) which shall include the policies, procedures, standards, instructions, forms, or checklists needed to perform CI and baseline identification, CIL management, baseline and CI change control (including development, testing, release, and deployment control), access control, auditing, and reporting for all EDGAR hardware, software, data, and documentation. The Contractor shall apply the CMP to all tasks. The Contractor shall provide an initial CMP with the response to this Statement of Work. The SEC shall provide comments on this initial CMP within five (5) business days from contract award. The Contractor shall revise the initial CMP in response to SEC comments and deliver the revised CMP to the SEC within fifteen (15) days after contract award. The Contractor shall update the CMP at least semiannually thereafter.

C.9.6.2   Configuration Item Library

The Contractor shall maintain a library of all CIs. The Contractor shall maintain both soft copy and/or hard copy (as appropriate and as directed by the COTR) of all CIs in the CI Library. The Contractor shall protect library CIs from damage, loss, or unauthorized modification. The Contractor shall provide appropriate access to all CIs by SEC and other Contractor personnel.

C.9.6.3   Configuration Item Rolling Replacement Plan

The Contractor shall develop, maintain, and execute a Rolling Replacement Plan (RRP) which shall include the replacement of all hardware, software, and communications components of EDGAR that are managed by the Contractor. The plan shall list each CI and state the date which the CI is to be replaced. This plan will be updated every 6 months. It must include costs to replace the equipment that the SEC can use for out-year budgeting purposes.

C.9.6.4   EDGAR Hardware Change Control Board (HCCB)

The Contractor shall conduct the HCCB meetings on a weekly basis (meetings may be conducted more or less frequently depending upon activity), with the participation of the COTR or a designated SEC staff member. The purpose of these meetings is to ensure that the Contractor and the SEC staff are aware of and concur with any hardware issues, such as equipment upgrades, modification to system parameters including timing and CPU utilization, and equipment failures or problems. As a means of ensuring that all parties understand the agreements reached in these meetings, the Contractor shall distribute a written agenda, accompanied by the EDGAR Configuration Item List (CIL) and the Hardware Maintenance Log (HML), one (1) business day prior to the meeting, and a written set of minutes, detailing all outstanding issues and the status of each within five (5) business days of each meeting.

C.9.6.5   EDGAR Software Change Control Board (SCCB)

The Contractor shall conduct the SCCB meetings on a weekly basis (meetings may be conducted more or less frequently depending upon activity), with the participation of the COTR or designated SEC staff member. The purpose of these meetings is to ensure that the Contractor and the SEC staff are aware of and concur with any software issues, such as resolution to software problem reports, documentation modifications needed, and outstanding requests for system modifications, as authorized by the EDGAR Requirements Subcommittee (ERS). As a means of ensuring that all parties understand the agreements reached in these meetings, the Contractor shall distribute a written agenda, accompanied by the EDGAR Configuration Item List (CIL) and the Software Maintenance Log (SML), one (1) business day prior to the meeting, and a written set of minutes, detailing all outstanding issues and the status of each within five (5) business days of each meeting.

C.9.6.6   Configuration Item List (CIL)

The Contractor shall develop and maintain a CIL to identify all CIs. The Contractor shall deliver an initial CIL at the end of the Transition Activities task. The Contractor shall update the CIL monthly thereafter.

C.9.7 Quality Management

The Contractor shall ensure the quality of the activities and deliverables for all tasks. The Contractor shall audit modified programming code and software on a quarterly basis to evaluate software and data maintainability, efficiency, performance, and adherence to existing and emerging applicable standards.

The Contractor shall, upon request by the COTR, provide SEC access to all EDGAR product and/or process quality assessment data, including, but not limited to: audit and review data, software metric data, and process evaluation and/or improvement data.

The Contractor shall report on Quality Management activities and status in the Quality Management section of the MSR.

C.9.7.1 Quality Management Plan (QMP)

The Contractor shall develop, maintain, and execute a QMP which shall include the policies, procedures, standards, instructions, forms, or checklists needed to ensure the quality of the activities and deliverables for all O&M or Technical Support tasks. The Contractor shall provide an initial QMP with the response to this Statement of Work. The SEC shall provide to the Contractor comments on this initial QMP within five (5) business days of contract award. The Contractor shall revise the initial QMP in response to SEC comments and deliver the revised QMP to the SEC within fifteen (15) days after contract award. The Contractor shall update the QMP at least semiannually thereafter.

C.9.7.2 Software Metrics

The Contractor shall develop, maintain, and execute procedures within the QMP to collect and analyze software metrics for all tasks. The Contractor shall report on software metrics activities and status in the Quality Management section of the MSR. The Contractor must provide specific detail regarding the software metrics that it will monitor and report to SEC per the requirements of the referenced RFP Section. Both Program Management and Product Quality metrics are to be included. The following software metrics are desired by the SEC but may be tailored to fit the Contractor's software/system development methodology.

C.9.7.2.1 Management Metrics

Requirements Management: Tracks the stability of requirements throughout the software development.

- Number of Requirements (EDGAR, per subsystem)
- Number of Requirements allocated to modernization milestones (EDGAR, per subsystem)
- Number of Requirements allocated to COTS products (EDGAR, per subsystem)
- Number New, Deleted, Changed Requirements (EDGAR, per subsystem)
- Number of requirements not implemented per the baseline schedule

Software Size: Tracks estimated software size in terms of function point and/or SLOC throughout the software development.

- Function Point (EDGAR, per subsystem)
- SLOC for each programming language used (EDGAR, per subsystem)
- New and Reuse SLOC (EDGAR, per subsystem)
- Generated SLOC (EDGAR, per subsystem)
- Common SLOC (EDGAR, per subsystem)

<u>Labor Hour Metric:</u> Tracks the ability of the contractor to plan for and deliver sufficient staffing throughout the software development.

- Estimated vs. Actual of Labor Hour (EDGAR, per subsystem, per labor category, per milestone, and per functional area in each EDGAR release)

<u>Development Progress: Tracks</u> contractor's ability to keep components or processes coding and test on schedule per milestones

- Total Personnel, unplanned losses, and new (EDGAR, per subsystem)
- Estimated vs. Actual Requirements Satisfied in Design (EDGAR, per subsystem)
- Estimated vs. Actual Design Component Coded (EDGAR, per subsystem)
- Estimated vs. Actual Component Test Completed (EDGAR, per subsystem)
- Estimated vs. Actual Component Test Passed (EDGAR, per subsystem)
- Estimated vs. Actual System Test Passed (EDGAR, per subsystem)

C.9.7.2.2 Quality Metrics

<u>Software Quality:</u> Tracks the qualities of the software throughout the development.

- Actual and Average McCabe Cyclomatic Complexity (EDGAR, per subsystem, per component)
- CPU, Memory, and Network Loading (EDGAR, per subsystem)

<u>Fault Density:</u> Tracks deficiency report (DR) density over time for both the documentation and source code.

- Total DR (EDGAR, per subsystem)
- Open DR (EDGAR, per subsystem)
- Cumulative Open DR weighted by priority of DR (EDGAR, per subsystem)
- Open, Planed Closure, Actual Closure dates (EDGAR, per subsystem)

C.9.7.3 Software Process Improvement

The Contractor shall develop, maintain, and execute procedures within the QMP for the improvement of software processes for all tasks. The Contractor shall establish a Software Engineering Process Group (SEPG) to initiate and direct software process improvement activities. The Contractor shall report on software process improvement activities and status in the Quality Management section of the MSR. The Contractor shall conduct Software Process Assessments yearly, at a minimum, in accordance with Carnegie Mellon University's Software Engineering Institute (SEI) Capability Maturity Model (CMM) and assessment/evaluation technology. The SEC may conduct Software Capability Evaluations during contract performance. The Contractor shall fully support any SEC Software Capability Evaluations.

C.9.8 Earned Value Management (EVM)

Per the direction of the COTR, the Contractor shall produce EVM metrics on the development phases of each new EDGAR release. The Contractor must specify the process that will be used to verify that the Contractor's project management process follows OMB Circular No. A-11, Part 7, Planning, Budgeting, Acquisition, and Management of Capital Assets (June 2005). The Contractor shall update the EVM metrics bi-weekly and be prepared to brief them at release status meetings.

C.10 System Engineering and Development

The following requirements provide visibility into the Contractor's plan for the system engineering and development which may arise due to requirements changes, O&M, and/or Technical Support tasks.

The Contractor is advised that the SEC is planning to participate fully in the requirements, prototyping, modeling, design, development, testing, acceptance, and maintenance phases of the EDGAR system. The SEC will participate in walk-throughs, code reviews, design reviews, vendor briefings, technical meetings, and tests of each release of the EDGAR system. The SEC will drive the hardware, software, and database design as well as accept or reject code, products, and releases. The SEC will provide staff to participate in every phase of the development life cycle so that a close relationship between the contractor and the Commission for all EDGAR decisions is achieved. Unless otherwise directed by the SEC, the Contractor shall progress through each major phase of its software development lifecycle only upon approval from the SEC. When making technical decisions, it is up to the contractor to ensure that their technical solutions are conveyed and agreed upon by the SEC in enough time to make their schedule should changes be warranted.

Changes to the EDGAR system must consider commercial solutions, simplification of the custom code, minimal custom code created, shared modules instead of duplication of code, and code re-use. Modeling and prototype sessions should be considered for each release depending upon the complexity and breadth of the release.

The Contractor should expect the current level of engineering support required and should be able to draw from a talent pool when SEC requirements outpace staffing levels. The SEC is requesting six levels of support for the engineering function. Based on current requirements in the pipeline, the contractor is expected to start with level three of the engineering staffing model.

Contractor staff supporting systems engineering for the current EDGAR system shall be available to assist with prioritized changes submitted to the EDGAR Requirements Subcommittee process (which includes SEC initiatives introduced through the EDGAR Steering Committee). Any additional required changes to the current EDGAR that are beyond the scope of these Contractor staff can be implemented through the Mandatory Technical Support CLIN.

The Contractor shall provide for one of six staffing levels.

- Level 1 - 5 staff years per year
- Level 2 – 10 staff years per year
- Level 3 – 15 staff years per year
- Level 4 – 20 staff years per year
- Level 5 – 25 staff years per year
- Level 6 – 30 staff years per year

Each contract year the SEC shall specify the level of support for the following year.

If the chosen level of support proves ineffective and inadequate relative to program needs, the SEC also has the option of using the Technical Support CLIN to complete prioritized changes submitted to the EDGAR Requirements Subcommittee process.

C.10.1 System Development Plan (SDP)

The Contractor shall develop, maintain, and execute an SDP which shall include the policies, procedures, standards, instructions, forms, or checklists needed to analyze, design, implement, test, and deploy the integrated EDGAR system (hardware, software, and data) for all tasks and for all data management and administration functions (Section C.9.6). The Contractor shall explain how the Contractor's corporate system development standards and practices will be applied and discuss their development methodology in detail. The SDP shall define the infrastructure (hardware, software, tools, data) and resources required to implement EDGAR releases. The SDP shall also describe the development methodology used by the Contractor. Since there is a wide variety of software technologies used on EDGAR, the SDP must cover the software methodology used for each category of technology (e.g. CORBA, STRUTS, etc.) used.

C.10.2 Functional Requirements Document (FRD)

The Contractor shall develop, update, and maintain an FRD which describes the functional requirements of the EDGAR system. The FRD shall provide an overview of the SEC's organization and business processes and the business processes of other EDGAR users. It shall provide a description of the functional requirements and how they support the business processes. It shall identify interfaces with other systems (e.g., to mainframe applications) to be supported by the EDGAR system. The FRD shall also provide a data overview that describes the major data categories and their relationship to each other and to the functions. After initial delivery, the Contractor shall submit any changes to the FRD to the SCCB for approval. The FRD shall be updated after every release and any new requirements added to the FRD shall have the release number noted. The Contractor shall integrate changes received to the functional requirements through PCRs, TIs, and other sources into the FRD.

C.10.2.1 Release Functional Requirements Document (RFRD)

The Contractor shall develop and maintain a functional requirements document for each release that is planned. This document will be the working tool used by SEC and the Contractor to communicate requirements and to track changes to requirements (deletions, additions, and modifications), decisions made about requirements or design, design features, etc. Any email conversations or meeting minutes where requirements (e.g. functional or user interface) are discussed must be documented in the Release Functional Requirements Document with a reference to its source. It will be under version control and the Contractor will add onto it as the release goes forward. It is envisioned that once the RFRD is complete, it can be migrated easily into the FRD. The initial RFRD must be completed before development activities begin. Non-delivery of the RFRD cannot be the reason for delaying the development activities. If during design, additional requirements need to be added, modified, or deleted, the RFRD must

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incorporate those modifications. All modifications to the RFRD must be incorporated and delivered to the COTR before the implementation of a release.

C.10.3   EDGAR Requirements Subcommittee (ERS)

The Contractor shall attend and participate in the ERS meetings. The purpose of this group is to update users on the day-to-day issues related to the EDGAR system, discuss and prioritize changes to the EDGAR system as a result of rule-making, user requests, or processing errors, and keep the Contractor and staff members apprised of configuration changes and other issues that have an impact on system users. The Contractor shall review and update all documentation, such as the FRD, RFRD, SAD, EDGAR Filer Manual and the SEC Staff Manuals, as a result of modifications authorized by this group. As a means of ensuring that all parties understand the agreements reached in these meetings, the Contractor shall produce written minutes of the meeting within five (5) business days of each meeting.

C.10.4   System Architecture Document (SAD)

The Contractor shall develop, update, and maintain an SAD which describes the hardware, software and data architecture of the EDGAR system and provides the following downward and upward requirements traceability: FRD - SAD, SAD - test procedures. The SAD shall define all major application software components, their user interfaces, their implementation strategy, and the data exchanged between major components. The SAD shall define the major hardware components and their interconnections, and the allocation of software components to hardware components. Sizing and capacity descriptions of each major hardware component shall be provided. The SAD must contain sufficient enough detail of how each major component of EDGAR functions. The security features of the EDGAR system shall be discussed. After initial delivery, the Contractor shall submit any changes to the SAD to the SCCB, HCCB, or DAB for approval. Required modifications to the SAD shall be conveyed to the Contractor by the COTR. The Contractor shall integrate changes which impact system architecture through PCRs, TIs, and other sources into the SAD.

C.10.5   System Development

The SEC reserves the right to participate in any technical activities during system development, to include internal design meetings, code reviews, technical meetings, technical evaluations, vendor briefings, etc. The Contractor shall conduct requirements definition sessions to further refine system requirements to user needs, specifically with regards to the following: screen definitions, definition of canned search queries, reports, and filer notification items. The Contractor shall assist the SEC in defining a streamlined set of reports, screens and queries which enhance SEC business operations, reduce filer burden and otherwise benefit any, or all, EDGAR users. The Contractor is strongly encouraged to adopt a prototype approach for introduction of new EDGAR capabilities. Such an approach would first introduce the EDGAR changes to a small set of SEC users and then to a small set of public users and filers, if requested

by the COTR. Feedback from users would be incorporated into changes to EDGAR before its general release. The Contractor is required to follow the system design methodology set forth in the SDP. Any deviations from the established methodology must be approved by the SEC prior to initial development work and must be documented in the next version of the SDP.

C.10.5.1 Methodology and Technical Standards

The Contractor is required to have a proven, mature methodology standard for the development of software solutions approved by the SEC. While we are not asking the contractor to learn and follow the SEC development life cycle, it is imperative that the Contractor demonstrate before award and at various times during execution that they are following a proven, mature methodology standard for development that includes modern development practices, tools, modeling, and prototyping. This methodology is to be well documented in the SDP. As well as following a defined methodology, the Contractor must adhere to fundamental development activities such as, but not limited to, naming standards (module, variable, tagging, file, object, etc.), coding standards, internal and external documentation standards, etc. The Contractor must fully document these standards even if they are considered industry (de facto or de jure) standards.

C.10.6 Data Management and Administration

C.10.6.1 EDGAR Database Specification Document (DSD)

The Contractor shall develop, update and maintain the DSD which contains both logical and physical data models for the EDGAR portions of the EDR. The logical data model shall provide a description of each entity, the primary and foreign keys for each entity, the major attributes of each entity, data item definitions, valid values for attributes considered reference attributes, check constraints, and relationship definitions. In addition, the DSD shall include naming conventions, and a single comprehensive system data dictionary that defines the EDR data entities, attributes, relationships, and associated business rules. The DSD shall contain the logical and physical database design for the EDGAR portions of the EDR. The DSD must contain all database components of the EDGAR system, including TMS, and must include a mapping of any zones (indexes) to attributes if the zoning (or a similar) technology is used.

C.10.6.2 EDGAR Data Administration Board (DAB)

The SEC has mandated the centralization of the DBA function for all of SEC, therefore, DBA decisions will be made by a data architecture committee that is chaired by the SEC. This committee will have the EDGAR DBA(s), the SEC EDR DBA(s), and any other SEC DBA(s) as members. Participation in this board by the Contractor is mandatory.

The Contractor will manage the EDGAR data in the EDR. The SEC will manage the data that is not EDGAR data in the EDR. The contractor will perform the function of DBA for the EDGAR data in the EDR. The SEC will perform the function of DBA for the non-EDGAR data in the EDR. Both the SEC DBA(s) and the EDGAR DBA(s) will be part of a data architecture committee that is chaired by the SEC. This committee will manage the EDR.

C.11 System Testing

The Contractor shall develop, maintain, and execute procedures within the SDP for the testing of the EDGAR system. The Contractor shall develop and maintain a regression testing capability, a systems testing capability, and a load testing/stress testing capability for all EDGAR software.

The Contractor shall develop unit and integration test plans, test data that appropriately exercises the system, procedures, and processes prior to initiating testing. Prior to deployment, and as part of integration testing, the Contractor shall carry out stress testing to ensure that performance requirements can be met under peak loads for both the external sites as well as the internal sites. This includes new releases to COTS products, integration of new COTS products, as well as custom code.

All workstation changes must be submitted to the SEC lab for testing at least one month prior to production rollout.

C.11.1   Test Plan

For every software release or hardware modification, the Contractor shall prepare a complete test plan which includes regression testing, system testing, and load testing (if necessary and determined by the COTR). The test plan must contain a traceability matrix to the original requirements to ensure all functionality is tested. If any deviation to full functional testing is considered, the Contractor shall obtain the COTR's approval prior to the beginning of testing activities. The Contractor shall submit these test plans to the appropriate Pre-Cutover Coordination meeting for the affected release or modification.

C.11.2   Conversion Plan

The Contractor shall provide a Conversion Plan which shall identify all tasks required to accomplish any software or hardware installation.

C.11.3   Pre-Cutover Coordination

Prior to each release of EDGAR software, the Contractor shall conduct a series of Pre-Cutover Coordination meetings with the SEC to ensure that all system changes have been made, tested, and documented and that all organizations that are required to provide support during the cutover are aware of the extent of the system modifications and the impact on other SEC systems. Usually the cutovers occur on weekends so that, in the event of a no-go decision by the COTR, the Contractor can revert to the pre-cutover system and perform appropriate regression testing to ensure that all system components are functioning correctly. As a means of ensuring that all parties understand the agreements reached in these meetings, the Contractor shall distribute a written agenda one (1) business day prior to the meeting and a written set of minutes, detailing all outstanding issues, their status, and any cutover decisions reached within five (5) business days of each meeting.

C.11.4   Cutover Testing and Cutover

The Contractor shall install software and hardware to production and start testing for cutover. As they proceed through their test plan, they are to document any anomalies or uncharacteristic behavior noted during the test. At the conclusion of the test plan, the Contractor will present these notes to the SEC for a go/no-go decision on the cutover activity. If the decision is no-go, the Contractor will begin to revert back to the earlier version of the release. If the decision is go, the Contractor will continue to prepare for the production changes.

C.11.5   Test Analysis Reports

Upon completion of testing, the Contractor shall prepare and deliver a test analysis report no later than 30 days after a release or significant event is deployed. The test analysis report shall contain a listing of all the SPRs/PCRs/ECRs generated for each major piece of functionality affected by the release. It shall also contain a list of all errors found during testing, their severity level, and what plan of action shall be taken to resolve any errors not fixed prior to cutover.

C.12 Operations and Maintenance

The Contractor shall provide O&M support for all EDGAR hardware, software and communications for existing EDGAR hardware, software, and communications and for all that is deployed by the contractor during their tenure (to be priced as part of the technical instruction process). O&M support consists of activities which include: software and hardware maintenance; computer and software operation; problem diagnosis and resolution; job scheduling; systems management and diagnostics; performance monitoring; filing monitoring; performance tuning; and capacity evaluation.

C.12.1   Operations Requirements

The Contractor shall operate the EDGAR system. The Contractor shall provide support in, but not limited to, the following areas:

- Operating the EDGAR host computers, servers, and telecommunications equipment on a daily basis.

- Administering all databases (including database configuration and administrative support).

- Monitoring system capacity (including memory consumption and allocation, input/output response time, read/write access time) and CPU utilization, fine-tuning performance, as required.

- Backing up and archiving (maintaining historical database).

- Diagnosing user-reported problems.

- Responding to inquiries from EDGAR filers and users, as directed by the COTR.

- Monitoring capacity/performance and reporting current and/or potential problem areas.

- Maintaining a rolling replacement strategy and plan for hardware and all software versioning.

- Maintain and follow a software patch process to include emergency patches for security threats and vulnerabilities.

- Maintaining an exact inventory of EDGAR hardware and software.

- Operate and maintain the fee subsystem on SEC supplied hardware and software and interface with the contractor providing development support for testing and deployment.

- Trouble-shooting operational problems and interfacing with the hardware vendor(s) as appropriate and as soon as possible when troubleshooting.

- Diagnosing problems that affect system performance or availability.

- Backing up the production system during agreed upon hours.

- Providing access by SEC to all EDGAR Data. See Section H.2, Ownership, Access, and Archiving.

- Installing new operating systems, DBMSs, and other COTS releases and keeping current with the latest versions of software.

- Maintaining and monitoring system security.

- Following security processes outlined by the SEC Chief Security Officer to include the Certification and Accreditation process, Privacy Impact Assessment, and adherence to the latest versions of the following federal publications:

  - NIST 800-05, 800-12, 800-16, 800-18, 800-21, 800-26, 800-30, 800-34, 800-37, 800-40, 800-46, 800-47, 800-48, 800-50, 800-53, 800-55, 800-61, 800-64

  - FIPS 140-2, FIPS 199

  - OMB A-11, A-123, A-127, A-130, M-03-19, M-01-05, M-99-18, M-99-20, PDD-63

- Maintaining and operating the following EDGAR operating environments: production, production test, QA, training, disaster recovery, and stress.

- Notifying the SEC regarding required upgrades to operational systems in order to maintain system performance as specified below.

- Maintaining custom code that is impacted by hardware and commercial software upgrades.

- Working with SEC and contractor initiated tiger teams to troubleshoot problems.

- Tracking incidents and outages and analyzing both to determine short-term and long-term system impacts.

- Reporting incidents to SEC within given timeframes and according to SEC processes.

The Contractor shall obtain written COTR and CO consent prior to conducting and/or contracting for any physical construction at an SEC site, as well as any trenching, cable pulling, electrical work, etc., related to the SEC facility.

The Contractor shall report on Operations activities and status in the Operation section of the MSR.

C.12.1.1   System Performance Requirements

The Contractor shall ensure that the EDGAR system conforms to all of the performance requirements specified in the following sections. See Section F.4, Liquidated Damages, for penalties related to non-performance.

The Contractor must ensure that required system performance may be achieved given current filing workloads. The following table provides estimated workloads for the total numbers of major filings received on or about the dates specified.

Date	Filing Type	Duration	Estimated Number of Filings	Estimated Submission Size (Bytes)
January 3	Ownership (3, 4, 5)	2 Days	11, 000	10,000
February 14	10-Q	4 days	2,600	220,000
	13F		3,100	50,000
	Ownership (3, 4, 5)		17,000	10,000
	SC13G		16,000	35,000
February 28	NSAR	2 days	1,800	45,000
	Ownership (3, 4, 5)		4,500	10,000
March 15	10-K	4 days	3,300	685,000
	Ownership (3, 4, 5)		4,000	10,000

Date	Filing Type	Duration	Estimated Number of Filings	Estimated Submission Size (Bytes)
March 31	10-K	4 days	5,600	685,000
	24F-2		2,100	22,200
April 2	Ownership (3, 4, 5)	2 days	7,400	10,000
April 30	485BPOS	1 day	1,600	470,000
May 10	10-Q	2 days	2,100	220,000
May 15	10-Q & 13F	2 days	5,100	220,000
	13F		1,700	50,000
July 2	Ownership (3, 4, 5)	2 days	7,900	10,000
August 9	10-Q	2 days	4,400	220,000
August 14	10-Q	2 days	5,000	220,000
	13F		1,600	50,000
August 29	NSAR	2 days	700	45,000
	NP-X		2,600	1,160,000
October 2	Ownership (3, 4, 5)	2 days	4,300	10,000
November 9	10-Q	2 days	4,400	220,000
November 14	10-Q	2 days	7,000	220,000
	13F		2,400	50,000

Table C-7. Estimated Future EDGAR Workloads and Time Periods

C.12.1.1.1   System Availability

The Contractor shall provide EDGAR system availability as specified in Table C-8. The Contractor shall develop, document, and maintain procedures to provide system accessibility. The Contractor shall provide on-site staff for problem resolution within one hour of notification during non-staffed periods of system operation. The Contractor shall specify and maintain the method to be used by SEC to provide this notification.

Function	Hours of Operation[19]	Data Indexed and Available
Filing Receipt (Receipt and Acceptance, Filing Websites, and Filer Notification Subsystems)	6:00 a.m. - 10:00 p.m. (M-F, EFH) Attended	Submissions available to SEC staff immediately upon receipt. Filings are available on TMS real-time (not to exceed 1 hour)
A&R, Text Management, EDGAR Workstation, and Fee Subsystems	7 days by 24 hours Attended from 7:00 a.m. - 10:00 p.m. (M-F, EFH)	Data are indexed and available locally real-time during all filing receipt periods.
Real-Time Dissemination	6:00 a.m. - 10:00 p.m. (M-F, EFH) Attended	All accepted filings are disseminated if the first byte is received by 5:30 p.m. MEF and Ownership filings are disseminated up until 10:00 p. m. Filings are available on TMS real-time (not to exceed 1 hour).
Maintenance	10:00 p.m. – 6:00 a.m. (M-F&FH) Sat/Sun 24 hours	N/A

Table C-8. Hours of Operation

The Contractor shall ensure that the Filing Website Subsystems and the Receipt and Acceptance Subsystems and Dissemination Subsystems are available 99.999% of scheduled operational hours. This availability rating applies to the subsystem as a whole, not to individual equipment unless that equipment causes the subsystem to be unavailable. For the rest of EDGAR host based systems and services, availability shall conform to the High Availability (HA) rating of the product line involved.

C.12.1.1.2   On-line Data Availability

The Contractor shall maintain all EDGAR data (historical and new data) on-line during the first three years after contract award. On-line data requirements may subsequently be reviewed and modified by the SEC.

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[19] Eastern Time Zone

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C.12.1.1.3   System Response Times

The Contractor shall process received filings and carry out filer notifications via electronic mail within two hours of receipt on peak filing days and within one hour of receipt on non-peak filing days. Peak days are defined as any day when the total number of filings are equal to or greater than 4,000. Non-peak days are days when the total number of filings is less than 4,000.

The Contractor shall ensure that the response time[20] requirements in Table C-9 are met.

Workstation Action	Performance (in seconds)
Quick Query	6.0
Retrieval query	10 seconds per 1,000 retrieved
Update and refresh	10.0
Delete and refresh	10.0
Full-text query (text only)	20 seconds per 1,000 retrieved
Header data query	10.0
Full-text and header data query	30 seconds per 1,000 retrieved
Simplified text query	10.0

Table C-9. Workstation Response Requirements

C.12.1.1.4   System Security

The Contractor shall maintain and operate EDGAR in adherence with the EDGAR Security Plan, SEC rules and regulations, federal securities laws, and federal and SEC guidance.

Access within the SEC Internet perimeter shall be tightly controlled under the direction of the SEC. There shall be no direct connections between the filer web servers and the SEC web servers; administrators of one area will not be allowed access in the other.

All outside communications facilities (including modems) must be approved in writing by the COTR in advance. This is effective immediately upon contract award.

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[20] Response time is defined as wall clock time from the keystroke to initiate screen response to the appearance of the first response screen followed by reasonable screen painting delays. Response time tests shall be conducted using currently employed standard queries executed on a client workstation directly connected to the host computer.

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The Contractor will have experienced and knowledgeable security staff on the contract at all times. It is the responsibility of the Contractor to maintain close coordination with federal guidelines and SEC security parameters.

The Contractor will use the SEC escalation process and report potential threats to the system from internal and external entities when encountered.

C.12.1.1.5   Disaster Recovery

The Contractor shall notify the SEC immediately (no longer than 10 minutes) in the event of a system or process failure and provide details on the nature of the failure, restorative options, and likely time frame for restoration. The Contractor shall be responsible for restoring EDGAR service in the event of system failure within four hours of the SEC's decision to invoke that option. The SEC will notify the Contractor as to the need for the EDGAR Disaster Recovery Subsystem to assume processing. The Contractor shall initiate operation of the EDGAR Disaster Recovery Subsystem within one (1) hour of notification of direction by the COTR.

The Contractor shall maintain the Disaster Recovery Site in synch[21] with the production system. The Contractor shall ensure the rolling replacement strategy (See table C-3) includes Disaster Recovery infrastructure.

C.12.1.1.6   Filer Notification Subsystem

Prompt notification to filers of filing acceptance or suspense is essential. The Contractor will send email messages to the SEC email gateway (or backup email gateway).

C.12.2   Maintenance Requirements

The Contractor shall provide maintenance for all EDGAR Subsystems identified in Section C.6, and any modifications thereto.

The Contractor shall provide continuance of all annual service and maintenance agreements, as applicable, or shall provide an equivalent service and maintenance directly or through subcontract. See J.2.AK, Current EDGAR Annual Service and Maintenance Agreements.

The Contractor shall provide preventive and corrective maintenance on a scheduled and ad hoc basis, depending on the nature and level of the maintenance work required. Preventive maintenance shall include those planned procedures and measures required to ensure the efficient operation of the system in accordance with defined availability requirements and performance characteristics which, at a minimum, shall meet or exceed the Original Equipment Manufacturer's published specifications for preventive maintenance. Corrective maintenance shall include correction of deficiencies identified during testing or operations; analysis of

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[21] In synch is defined as an exact duplicate of the production system (unless individual components are waived by the COTR), including, but not limited to, the same data, the same hardware and hardware configuration (can be reduced capacity), the same networking components, the same software configuration, the same software version numbers, the same release version numbers as the production system.

operational problems and anomalies; correction of hardware and operating system software problems; and corrections to operational support documentation.

The Contractor shall provide adaptive maintenance during the contract. Adaptive maintenance shall include the identification and incorporation of upgrades to operating systems software and non-custom vendor-supplied software, such as DBMS and other COTS. The Contractor shall advise the SEC regarding upgrades to the EDGAR infrastructure needed to maintain the system performance standards of Section C.11.1.1, System Performance Requirements. See Section H.18, Provision for Technology Upgrades.

The Contractor shall act unilaterally to identify and resolve problems arising in day-to-day operations of EDGAR including, but not limited to, the following areas:

- Maintaining and updating documentation of all configuration items

- Identifying hardware resources required to support increasing workload

- Identifying and implementing revised or expanded computer security procedures[22]

- Responding and correcting security threats or vulnerabilities

- Correcting application software problems occurring in the production system

The Contractor shall report on Maintenance activities and status in the Maintenance section of the MSR.

C.12.2.1   Hardware Maintenance Log (HML)

The Contractor shall develop an HML during the Transition Activities task. The HML shall contain a record of each problem or incident requiring Maintenance Support and include reporting of hardware up-time and down-time. The Contractor shall provide the HML to the HCCB meeting for review. During all O&M or Technical Support tasks, the Contractor shall maintain the HML and deliver it monthly to the COTR, if requested.

C.12.2.2   Software Maintenance Log (SML)

The Contractor shall develop an SML during the Transition Activities task. The SML shall contain a record of each problem or incident requiring Maintenance Support and include reporting of system up-time and down-time. The Contractor shall provide the SML to the SCCB meeting for review. During all O&M or Technical Support tasks, the Contractor shall maintain the SML and deliver it monthly to the COTR, if requested.

C.12.2.3   Data Maintenance Log (DML)

The Contractor shall develop a DML during the Transition Activities task. The DML shall contain a record of each problem or incident requiring Maintenance Support and include reporting of system up-time and down-time. The Contractor shall provide the DML to the DAB

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[22] Security processes are documented in the EDGAR Security Plan. Contractor is required to follow all SEC defined security processes. Due to the sensitivity of this material, the Security Plan will only be available to the winning bidder.

meeting for review. During all O&M or Technical Support tasks, the Contractor shall maintain the DML and deliver it monthly to the COTR, if requested.

C.13 Technical Support

The Contractor shall provide Technical Support to the SEC on the basis of Technical Instructions (TIs). TIs are directions from the SEC to the Contractor to perform activities not specified in this Statement of Work which may arise during the contract life. The SEC, through the issuance of a TI, will provide a detailed description of functional or other objectives to be achieved, a schedule for completion of work, the period of performance, and the deliverables to be provided under the TI. The procedures for administering TIs are specified in Section G.4.

Tasks that may be implemented via a TI include, but are not limited to, the following areas:

- System life cycle activities (i.e., requirements analysis, conceptual and detailed design, development)

- Systems architecture design and implementation

- Network hardware and software installation

- System integration

- System and application testing

- System documentation

- Evaluation of hardware and COTS products

- Migration of EDGAR to a different platform

- Addition of functionality to EDGAR

- Training for SEC staff in any new or modified EDGAR functionality

- System hardware and software changes to conform with SEC initiatives

C.14 Performance Metrics

This contract is performance based. The SEC will be responsible for funding the base cost of the contract. The Contractor has the ability to achieve performance standards that will increase their revenue on this project through award fees. The SEC has outlined categories for performance and the incentives for attaining performance standards.

These performance measures will begin after transition (120 days after the start of the contract) and will terminate at the conclusion of the contract. The period of performance for each rating period is one year, unless otherwise noted below. The period of performance for the first year starts after the transition period and runs through on a fiscal year boundary (October 1 – September 30). All subsequent contract years will also follow the fiscal year boundary.

At the conclusion of the period of performance, the Contractor will present a status report briefing to the Performance Metrics Committee[23] (PMC). The PMC will take into account the briefing and any other pertinent information, such as alternative evidence, observations, or independent tests or studies, and will make a determination if the Contractor met or exceeded the standards outlined below. The COTR will present the report to SEC management with a recommendation for award.

C.14.1   Operations and Maintenance

C.14.1.1   Availability

The EDGAR system operates at a high availability rate. The contractor will be awarded for their quick response to incidents and outages and for the high availability of the system.

The Standard	Availability has been and will be tracked for individual equipment as well as subsystems. The minimum requirement is for the EDGAR system to maintain an availability of 99.999. In this context, the EDGAR system is defined as the pipeline process (those subsystems that permit the complete filing process in total (filing, storage, review, and dissemination)). The Contractor must be able to demonstrate an availability of 99.999% to pass this standard.
The Application	The Contractor will track incidents and outages for EDGAR services, hardware, network, and software. The Contractor will also track availability, which is defined as a service outage to a customer base. Service availability will be tracked throughout the year independently. So, each service will have its own availability number. If the total services availability number falls below 99.999% availability, the Contractor will not pass this standard.
The Value	At the end of the performance period, if this standard is met, the Contractor will be awarded $80,000.

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[23] The Performance Metrics Committee is chaired by the COTR and has the following members: two senior analysts from the EDGAR Program Office, two elected members of the EDGAR Requirements Subcommittee.

| The Bonus | There is no bonus for this standard. |

C.14.1.2   Backups and Archive

The Contractor is responsible for backing up the EDGAR data as well as archiving it to tape.

The Standard	Periodically, requests are made for the Contractor to retrieve a submission from tape either for validation or enforcement purposes. It is important that the Contractor deliver the document timely.
The Application	Each request for taped data will be tracked. Emergency requests must be met within 24 hours of the request. Routine requests must be met within 48 hours of the request. If the response to a request does not meet these guidelines, the Contractor will not pass this standard.
The Value	During the course of the year, if every request is delivered on time, then the Contractor meets this standard and will be awarded $50,000.
The Bonus	There is no bonus for this standard.

C.14.1.3   Incident Response and Problem Resolution

As incidents occur, the Contractor has obligations to report the incident and then apply the appropriate staff to resolve the incident. The SEC incident response process is part of the document package available with this procurement. Each incident carries its own priority, which engages more and more Contractor personnel as the priority rises. Incidents may be re-prioritized throughout their life cycle and the Contractor may have to increase or decrease the number of employees working on an incident based on the new priority. The Contractor must provide periodic updates on incidents, work with the SEC staff in resolving incidents, track incidents in a tracking system, analyze incidents and outages for improved efficiency or to diagnose systemic problems, and provide reports to the SEC on incidents and outages.

| The Standard | Incidents occur on a daily basis. The Contractor is to track each incident and outage, work with SEC staff, follow the prescribed process for reporting incidents, and quickly |

The Application	Incidents must be handled according to standards of notice and update as well as standards of documentation, teamwork, resolution, and coordination. These are documented in the outage process description. The Contractor must meet the standards outlined in the outage process description 95% of the time in order to pass this standard.
The Value	During the course of the year, if this standard is met, the Contractor will be awarded $50,000.
The Bonus	There is no bonus for this standard.

C.14.2   Development

C.14.2.1   Workstation Application Performance

Each release of EDGAR software may or may not have an impact on the performance of the workstation application. The Contractor must be careful when coding so that database changes or TMS changes don't impact the most commonly used queries. The Contractor will also deploy load testing as part of their release testing.

The Standard	Every release of EDGAR must demonstrate that the workstation application has not degraded in performance.
The Application	Before each release, two workstations will be tested. At the conclusion of each release, the same two workstations will be tested. If the workstation timings are the same or if the latter timing is better, the Contractor has met this performance standard for that release.
The Value	During the course of the year, if this standard is met from the first test to the last test timings only, the Contractor will be awarded $50,000.
The Bonus	During the course of the year, if the latter measurement shows consistent and marked

	improvement (each release test showed an improvement that was improved throughout the year) that cannot be traced to changes made by the SEC (network, router, new workstation foundation, etc.), the Contractor will be awarded an additional $50,000. The award panel may take into consideration other factors for marked improvement (i.e. if three releases showed no improvement and the last release showed a 30% improvement).

C.14.2.2   On-time Delivery of Release Documentation

During the course of an EDGAR release, the Contractor is responsible for a set of deliverables as spelled out in the contract. Each release will require an update of some or all of the deliverables.

The Standard	Every release of EDGAR must ensure the proper documentation is updated and delivered on time as part of the release. Release documents include: Filer Manuals, User Manuals, Specifications, Requirements documents, etc.
The Application	The Contractor and SEC will agree when each deliverable is due as part of the release planning process to be included in the release schedule. The release schedule should be available very early in the release process (before cutover on the last release). The Contractor will report progress on the deliverables as part of the regularly scheduled status meetings and part of the MSR.
The Value	During the course of the year, if this standard is met, the Contractor will be awarded $50,000.
The Bonus	There is no bonus for this standard.

C.14.3   Program Management

C.14.3.1   Proposals

Periodically, the SEC will request proposals from the Contractor to perform work that is within the scope of the contract, but not specifically called out or funded. This work is to be performed under the Mandatory Technical Support CLINs of the contract. It is very important to the SEC that the Contractor respond appropriately to these requests for additional work in a timely manner.

The Standard	Each request from the SEC for a proposal must be returned in a timely manner. Timely manner depends on the type of work involved and cannot be the same for every proposal.
The Application	The Contractor will have the following number of days to submit proposals after receipt of the request: Less than $500,000 labor and/or equipment – 2 weeks. Less than $1,000,000 labor and/or equipment – 3 weeks. More than $1,000,000 labor and/or equipment – 4 weeks. Contractor will pass this standard if 90% of their proposals are complete and received by the Commission on time.
The Value	During the course of the year, if this standard is met, the Contractor will be awarded $50,000.
The Bonus	There is no bonus for this standard.

C.14.3.2   Adherence to Cost and Schedule Estimates

The schedule for releases and the acceptance of proposals for Technical Instructions (TIs) is negotiated between the Contractor and the SEC before work has begun. The SEC will track how the Contractor adheres to cost and schedule for each proposal and release. Changes that are SEC induced will not count towards this standard.

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The Standard	Every release and proposal for changes to EDGAR will be tracked for cost and schedule. This standard will grade the Contractor on how they adhere to their cost and schedule estimates. Any SEC induced change that pushes their cost and schedule out past the estimate will not count in the score.
The Application	Each release and proposal, upon satisfaction of the requirements, will be given a pass/fail score based on the Contractor's ability to meet its cost and schedule estimates. If the Contractor receives a pass score on over 90% of its proposals and releases, they will pass this standard.
The Value	During the course of the year, if this standard is met, the Contractor will be awarded $50,000.
The Bonus	If the Contractor receives a pass score on 100% of its proposals and releases, there will be a bonus of an additional $50,000.

C.15 Modernization Support Activities

While the SEC does not intend to completely modernize the entire EDGAR system during this contract, it does envision opportunities to modernize subsystems during the next six years as requirements and technology changes and as periodic releases are planned. If it is advantageous for the government to modernize a subsystem as major changes are needed, then the Modernization Support Activities is the vehicle that the SEC will use to augment the current staff in modernizing the affected subsystems.

It is envisioned that these activities will be managed much like Mandatory Technical Support activities, Section C.13.

The SEC will provide a detailed description of the activity, functional requirements, objectives to be achieved, a schedule for completion of work, period of performance, and the deliverables to be provided under the activity. The Contractor will provide a proposal to the SEC and, after negotiation, the acceptance of the proposal will be a Technical Instruction (TI) to the Contractor to perform the work. The procedures for administering TIs are specified in Section G.4.

Tasks that may be implemented via a TI against the Modernization Support Activities CLINs include, but are not limited to, the following:

- Strategic Planning,
- Technology Studies and/or Reports,
- Impact Studies and/or Reports,
- Cost/Benefit Studies and/or Reports,
- Feasibility Studies and/or Reports,
- Technology Forecasting,
- Modernization Blueprints and/or Reports,
- Architectures and Solutions to Subsystem Modernizations
- Migration Plans for Moving from Current to Target Architectures

C.16 Task Requirements

The Contractor shall be responsible for completing all tasks of this contract. The Contractor shall comply with all related requirements of Section C. The following sections provide specific task requirements.

C.16.1   Task 1, Transition Activities (CLIN 001)

The Contractor shall, within five (5) days after contract award, initiate transition activities for GFE subsystems and development/acquisition activities for non-GFE subsystems and scheduled requirements. All mandatory transition activities and transfer of responsibility shall be accomplished within 120 days of contract award. All transition activities and transfer of responsibility associated with optional subsystems shall be accomplished within 120 days of SEC's exercise of the related option. The Contractor shall take responsibility for, or initiate operation of, each EDGAR subsystem on the date specified in the Contractor's Transition Plan. Once transfer of responsibility of a subsystem has been accomplished, the Contractor shall provide all O&M thereof.

The Contractor shall conduct reviews and audits in order to develop and maintain the Configuration Item Lists and Inventory.

The incumbent contractor (under the terms and conditions of the existing EDGAR contract)[24] shall provide appropriate assistance during the transition, and shall transfer to the SEC or the Contractor such equipment and software for which SEC has title and/or rights.

C.16.1.1   Task 1.1, Year 1, Transition Management Plan (TMP) (CLIN 001.1)

The Contractor shall develop, maintain, and execute a TMP which shall include the policies, procedures, standards, instructions, forms, or checklists needed to accomplish the transition of EDGAR from the incumbent contractor. The Contractor shall identify and describe the specific methods and techniques used to accomplish the transition.

The TMP shall include a work breakdown structure with associated activity descriptions, milestones and a schedule, and all resources required to complete each major element of the plan. The work breakdown structure and associated activity descriptions shall include all work expected to be carried out and products to be prepared and/or delivered by the SEC or the incumbent contractor.

The TMP shall specify steps to be taken to certify completion of transition activities and successful system operation by the Contractor.

The Contractor shall provide an initial TMP as part of its proposal. The Contractor shall revise the initial TMP in response to SEC comments to be provided within five (5) business days from contract award. The Contractor shall deliver the revised TMP to the SEC within fifteen (15)

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[24] The requirement on the incumbent contractor for transition support is the same as that contained in Section H.11.

days after contract award. The Contractor shall update the TMP monthly thereafter until the transition activities have been completed.[25]

C.16.1.2   Task 1.2, Year 1, EDGAR Subsystems Transition (CLIN 001.2)

The Contractor shall transition the mandatory EDGAR GFE Subsystems within 120 days of contract award according to the Transition Management Plan.

All transition of EDGAR Mandatory Subsystems are to be completed within the schedule specified. Any costs associated with not meeting the schedule shall be born by the Contractor.

The transition of the Dissemination Subsystem to the new Contractor must also be made during this timeframe.

C.16.1.3   Task 1.3, Year 1, Public Dissemination Subsystem Transition (OPTION) (CLIN 001.3)

The Contractor shall transition the Public Dissemination Subsystem from its current platform and service to one that resides here at the SEC. The Contractor shall provide an architectural solution for housing this functionality at the SEC. The equipment will be purchased by the SEC. The contractor shall provide a proposal for staffing the build out of this equipment at the SEC and transitioning the current service to the new equipment.

The Contractor shall develop and maintain, and deliver all appropriate documentation required to operate, maintain, interface and use the Dissemination Subsystem.

C.16.2   Task 2, Year 1, Operate and Maintain EDGAR Subsystems (CLIN 002)

The Contractor shall supply all personnel and all non-GFE hardware, software, communications and other resources necessary to carry out all O&M activities specified in Section C.12 for the following EDGAR Subsystems:

- Filer Web Subsystem
- On-line Web Subsystem
- Filer Management Subsystem
- Leased Line Filer Subsystem
- Company Database Subsystem
- EDGARLink Subsystem
- EDGARLite Subsystem
- Receipt Subsystem

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[25] Monthly updates shall not be required during any break period between completion of transition of all mandatory subsystems and the beginning of transition of optional subsystems, or between optional subsystem transition activities occurring after completion of mandatory subsystem activities.

- Acceptance Subsystem
- Filer Notification
- Pre-Dissemination Subsystem
- Dissemination
- Text Management Subsystem
  - TMS Private Converter Subsystem
- CRD Subsystem
- SEC Routing Subsystem
- Fee Subsystem (operations – maintenance to be SEC supplied, see Section C.7.1.1)
- Momentum Client Subsystem
- SEC Workstation Subsystem
- Public Reference Room Subsystem
- Reporting Subsystem
- Automated Submission Manager Subsystem
- Data Objects Subsystem
- Enterprise Data Repository
- Infrastructure
- System Cleanup Subsystem
- System Utilities Subsystem
- System Monitor Subsystem
- Other EDGAR Subsystems that become operational during Contract Year 1

The Contractor shall develop and/or maintain, and deliver all maintained work products specified in Section C.8.4 and other work products deemed necessary to operate, maintain, and use the EDGAR Subsystems specified in this task.

The Contractor shall develop and/or maintain, and deliver all plans specified in Section C.8.1 and reports specified in Section C.8.2 according to their respective schedules. The Contractor shall conduct and/or participate in all meetings specified in Section C.8.3, and deliver all required associated meeting minutes, reports or other meeting related products.

The Contractor shall provide program management functions as specified in Section C.9, including program management for all basic and optional Year 1 tasks, and all associated deliverables.

C.16.3 Task 3, Year 1, Operate and Maintain the Dissemination Subsystem (OPTION) (CLIN 003)

C.16.3.1 Task 3.1, Year 1, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION) (CLIN 003.1)

At no cost to the Government, the Contractor shall supply all personnel and all hardware, software, communications, and other resources necessary to carry out all O&M activities specified in Section C.12 and C.7.2 for the Dissemination Subsystem.

The Contractor will maintain contracts with Public Dissemination System Subscribers and will charge the Subscribers based on pre-approved rates from the SEC. All proceeds from the Public Dissemination System Subscribers shall go to the Contractor to defray the costs to operate and maintain the Dissemination Subsystem.

The Contractor shall develop and maintain, and deliver all appropriate documentation required to operate, maintain, interface and use the Dissemination Subsystem.

C.16.3.2 Task 3.2, Year 1, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION) (CLIN 003.2)

Once Task 1.3 (CLIN 001.3) has been executed, the Contractor shall supply all personnel and other resources necessary to carry out all O&M activities specified in Section C.12 and Section C.7.2 for the Dissemination Subsystem with the equipment to be housed at the SEC Operations Center and/or Alternative Data Center.

C.16.4 Task 4, Year 1, Provide Mandatory Systems Engineering (CLIN 004)

The Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out the System Engineering activities as specified in Section C.10. The Contractor shall deliver all products specified in Section C.10.

C.16.5 Task 5, Year 1, Mandatory Technical Support (CLIN 005)

At the direction of the SEC, the Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out TIs as specified in Section C.13. The Contractor shall deliver all products specified in these TIs.

C.16.6 Task 6, Year 2, Operate and Maintain EDGAR Subsystems (CLIN 06)

The Contractor shall supply all personnel and all non-GFE hardware, software, communications and other resources necessary to carry out all O&M activities specified in Section C.12 for the following EDGAR Subsystems:

- Filer Web Subsystem
- On-line Web Subsystem

- Filer Management Subsystem
- Leased Line Filer Subsystem
- Company Database Subsystem
- EDGARLink Subsystem
- EDGARLite Subsystem
- Receipt Subsystem
- Acceptance Subsystem
- Filer Notification
- Pre-Dissemination Subsystem
- Dissemination
- Text Management Subsystem
  - TMS Private Converter Subsystem
- CRD Subsystem
- SEC Routing Subsystem
- Fee Subsystem (operations – maintenance to be SEC supplied, see Section C.7.1.1)
- Momentum Client Subsystem
- SEC Workstation Subsystem
- Public Reference Room Subsystem
- Reporting Subsystem
- Automated Submission Manager Subsystem
- Data Objects Subsystem
- Enterprise Data Repository
- Infrastructure
- System Cleanup Subsystem
- System Utilities Subsystem
- System Monitor Subsystem
- Other EDGAR Subsystems that become operational during Contract Year 1 and 2

The Contractor shall develop and/or maintain, and deliver all maintained work products specified in Section C.8.4 and other work products deemed necessary to operate, maintain, and use the EDGAR Subsystems specified in this task.

The Contractor shall develop and/or maintain, and deliver all plans specified in Section C.8.1 and reports specified in Section C.8.2 according to their respective schedules. The Contractor shall conduct and/or participate in all meetings specified in Section C.8.3, and deliver all required associated meeting minutes, reports or other meeting related products.

The Contractor shall provide program management functions as specified in Section C.9, including program management for all basic and optional Year 2 tasks, and all associated deliverables.

C.16.7 Task 7, Year 2, Operate and Maintain the Dissemination Subsystem (OPTION) (CLIN 007)

C.16.7.1 Task 7.1, Year 2, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION) (CLIN 007.1)

At no cost to the Government, the Contractor shall supply all personnel and all hardware, software, communications, and other resources necessary to carry out all O&M activities specified in Section C.12 and C.7.2 for the Dissemination Subsystem.

The Contractor will maintain contracts with Public Dissemination System Subscribers and will charge the Subscribers based on pre-approved rates from the SEC. All proceeds from the Public Dissemination System Subscribers shall go to the Contractor to defray the costs to operate and maintain the Dissemination Subsystem.

The Contractor shall develop and maintain, and deliver all appropriate documentation required to operate, maintain, interface and use the Dissemination Subsystem.

C.16.7.2 Task 7.2, Year 2, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION) (CLIN 007.2)

Once Task 1.3 (CLIN 001.3) has been executed, the Contractor shall supply all personnel and other resources necessary to carry out all O&M activities specified in Section C.12 and Section C.7.2 for the Dissemination Subsystem with the equipment to be housed at the SEC Operations Center and/or Alternative Data Center.

C.16.8 Task 8, Year 2, Provide Mandatory System Engineering (CLIN 008)

The Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out the System Engineering activities as specified in Section C.10. The Contractor shall deliver all products specified in Section C.10.

C.16.9 Task 9, Year 2, Mandatory Technical Support (CLIN 009)

At the direction of the SEC, the Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out TIs as specified in Section C.13. The Contractor shall deliver all products specified in these TIs.

C.16.10 Task 10, Year 3, Operate and Maintain EDGAR Subsystems (CLIN 010)

The Contractor shall supply all personnel and all non-GFE hardware, software, communications and other resources necessary to carry out all O&M activities specified in Section C.12 for the following EDGAR Subsystems:

- Filer Web Subsystem
- On-line Web Subsystem
- Filer Management Subsystem

- Leased Line Filer Subsystem
- Company Database Subsystem
- EDGARLink Subsystem
- EDGARLite Subsystem
- Receipt Subsystem
- Acceptance Subsystem
- Filer Notification
- Pre-Dissemination Subsystem
- Dissemination
- Text Management Subsystem
  - TMS Private Converter Subsystem
- CRD Subsystem
- SEC Routing Subsystem
- Fee Subsystem (operations – maintenance to be SEC supplied, see Section C.7.1.1)
- Momentum Client Subsystem
- SEC Workstation Subsystem
- Public Reference Room Subsystem
- Reporting Subsystem
- Automated Submission Manager Subsystem
- Data Objects Subsystem
- Enterprise Data Repository
- Infrastructure
- System Cleanup Subsystem
- System Utilities Subsystem
- System Monitor Subsystem
- Other EDGAR Subsystems that become operational during Contract Year 1, 2, and 3

The Contractor shall develop and/or maintain, and deliver all maintained work products specified in Section C.8.4 and other work products deemed necessary to operate, maintain, and use the EDGAR Subsystems specified in this task.

The Contractor shall develop and/or maintain, and deliver all plans specified in Section C.8.1 and reports specified in Section C.8.2 according to their respective schedules. The Contractor shall conduct and/or participate in all meetings specified in Section C.8.3, and deliver all required associated meeting minutes, reports or other meeting related products.

The Contractor shall provide program management functions as specified in Section C.9, including program management for all basic and optional Year 3 tasks, and all associated deliverables.

C.16.11 Task 11, Year 3, Operate and Maintain the Dissemination Subsystem (OPTION) (CLIN 011)

C.16.11.1 Task 11.1, Year 3, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION) (CLIN 0011.1)

At no cost to the Government, the Contractor shall supply all personnel and all hardware, software, communications, and other resources necessary to carry out all O&M activities specified in Section C.12 and C.7.2 for the Dissemination Subsystem.

The Contractor will maintain contracts with Public Dissemination System Subscribers and will charge the Subscribers based on pre-approved rates from the SEC. All proceeds from the Public Dissemination System Subscribers shall go to the Contractor to defray the costs to operate and maintain the Dissemination Subsystem.

The Contractor shall develop and maintain, and deliver all appropriate documentation required to operate, maintain, interface and use the Dissemination Subsystem.

C.16.11.2 Task 11.2, Year 3, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION) (CLIN 0011.2)

Once Task 1.3 (CLIN 001.3) has been executed, the Contractor shall supply all personnel and other resources necessary to carry out all O&M activities specified in Section C.12 and Section C.7.2 for the Dissemination Subsystem with the equipment to be housed at the SEC Operations Center and/or Alternative Data Center.

C.16.12 Task 12, Year 3, Provide Mandatory Systems Engineering (CLIN 012)

The Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out the System Engineering activities as specified in Section C.10. The Contractor shall deliver all products specified in Section C.10.

C.16.13 Task 13, Year 3, Mandatory Technical Support (CLIN 013)

At the direction of the SEC, the Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out TIs as specified in Section C.13. The Contractor shall deliver all products specified in these TIs.

C.16.14 Task 14, Year 4, Operate and Maintain EDGAR Subsystems (OPTION) (CLIN 014)

The Contractor shall supply all personnel and all non-GFE hardware, software, communications and other resources necessary to carry out all O&M activities specified in Section C.12 for all operational EDGAR Subsystems:

- Filer Web Subsystem
- On-line Web Subsystem
- Filer Management Subsystem

- Leased Line Filer Subsystem
- Company Database Subsystem
- EDGARLink Subsystem
- EDGARLite Subsystem
- Receipt Subsystem
- Acceptance Subsystem
- Filer Notification
- Pre-Dissemination Subsystem
- Dissemination
- Text Management Subsystem
  - TMS Private Converter Subsystem
- CRD Subsystem
- SEC Routing Subsystem
- Fee Subsystem (operations – maintenance to be SEC supplied, see Section C.7.1.1)
- Momentum Client Subsystem
- SEC Workstation Subsystem
- Public Reference Room Subsystem
- Reporting Subsystem
- Automated Submission Manager Subsystem
- Data Objects Subsystem
- Enterprise Data Repository
- Infrastructure
- System Cleanup Subsystem
- System Utilities Subsystem
- System Monitor Subsystem
- Other EDGAR Subsystems that become operational during Contract Year 1 through 4

The Contractor shall develop and/or maintain, and deliver all maintained work products specified in Section C.8.4 and other work products deemed necessary to operate, maintain, and use the EDGAR Subsystems specified in this task.

The Contractor shall develop and/or maintain, and deliver all plans specified in Section C.8.1 and reports specified in Section C.8.2 according to their respective schedules. The Contractor shall conduct and/or participate in all meetings specified in Section C.8.3, and deliver all required associated meeting minutes, reports or other meeting related products.

The Contractor shall provide program management functions as specified in Section C.9, including program management for all basic and optional Year 4 tasks, and all associated deliverables.

C.16.15 Task 15, Year 4, Operate and Maintain the Dissemination Subsystem (OPTION) (CLIN 0015)

C.16.15.1 Task 15.1, Year 4, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION) (CLIN 0015.1)

At no cost to the Government, the Contractor shall supply all personnel and all hardware, software, communications, and other resources necessary to carry out all O&M activities specified in Section C.12 and C.7.2 for the Dissemination Subsystem.

The Contractor will maintain contracts with Public Dissemination System Subscribers and will charge the Subscribers based on pre-approved rates from the SEC. All proceeds from the Public Dissemination System Subscribers shall go to the Contractor to defray the costs to operate and maintain the Dissemination Subsystem.

The Contractor shall develop and maintain, and deliver all appropriate documentation required to operate, maintain, interface and use the Dissemination Subsystem.

C.16.15.2 Task 15.2, Year 4, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION) (CLIN 0015.2)

Once Task 1.3 (CLIN 001.3) has been executed, the Contractor shall supply all personnel and other resources necessary to carry out all O&M activities specified in Section C.12 and Section C.7.2 for the Dissemination Subsystem with the equipment to be housed at the SEC Operations Center and/or Alternative Data Center.

C.16.16 Task 16, Year 4, Provide Mandatory Systems Engineering (OPTION) (CLIN 016)

The Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out the System Engineering activities as specified in Section C.10. The Contractor shall deliver all products specified in Section C.10.

C.16.17 Task 17, Year 4, Mandatory Technical Support (OPTION) (CLIN 017)

At the direction of the SEC, the Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out TIs as specified in Section C.13. The Contractor shall deliver all products specified in these TIs.

C.16.18   Task 18, Year 5, Operate and Maintain EDGAR Subsystems (OPTION) (CLIN 018)

The Contractor shall supply all personnel and all non-GFE hardware, software, communications and other resources necessary to carry out all O&M activities specified in Section C.12 for all operational EDGAR Subsystems:

- Filer Web Subsystem
- On-line Web Subsystem
- Filer Management Subsystem
- Leased Line Filer Subsystem
- Company Database Subsystem
- EDGARLink Subsystem
- EDGARLite Subsystem
- Receipt Subsystem
- Acceptance Subsystem
- Filer Notification
- Pre-Dissemination Subsystem
- Dissemination
- Text Management Subsystem
  - TMS Private Converter Subsystem
- CRD Subsystem
- SEC Routing Subsystem
- Fee Subsystem (operations – maintenance to be SEC supplied, see Section C.7.1.1)
- Momentum Client Subsystem
- SEC Workstation Subsystem
- Public Reference Room Subsystem
- Reporting Subsystem
- Automated Submission Manager Subsystem
- Data Objects Subsystem
- Enterprise Data Repository
- Infrastructure
- System Cleanup Subsystem
- System Utilities Subsystem
- System Monitor Subsystem
- Other EDGAR Subsystems that become operational during Contract Year 1 through 5

The Contractor shall develop and/or maintain, and deliver all maintained work products specified in Section C.8.4 and other work products deemed necessary to operate, maintain, and use the EDGAR Subsystems specified in this task.

The Contractor shall develop and/or maintain, and deliver all plans specified in Section C.8.1 and reports specified in Section C.8.2 according to their respective schedules. The Contractor shall conduct and/or participate in all meetings specified in Section C.8.3, and deliver all required associated meeting minutes, reports or other meeting related products.

The Contractor shall provide program management functions as specified in Section C.9, including program management for all basic and optional Year 5 tasks, and all associated deliverables.

C.16.19   Task 19, Year 5, Operate and Maintain the Dissemination Subsystem (OPTION) (CLIN 019)

C.16.19.1   Task 19.1, Year 5, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION) (CLIN 0019.1)

At no cost to the Government, the Contractor shall supply all personnel and all hardware, software, communications, and other resources necessary to carry out all O&M activities specified in Section C.12 and C.7.2 for the Dissemination Subsystem.

The Contractor will maintain contracts with Public Dissemination System Subscribers and will charge the Subscribers based on pre-approved rates from the SEC. All proceeds from the Public Dissemination System Subscribers shall go to the Contractor to defray the costs to operate and maintain the Dissemination Subsystem.

The Contractor shall develop and maintain, and deliver all appropriate documentation required to operate, maintain, interface and use the Dissemination Subsystem.

C.16.19.2   Task 19.2, Year 5, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION) (CLIN 0019.2)

Once Task 1.3 (CLIN 001.3) has been executed, the Contractor shall supply all personnel and other resources necessary to carry out all O&M activities specified in Section C.12 and Section C.7.2 for the Dissemination Subsystem with the equipment to be housed at the SEC Operations Center and/or Alternative Data Center.

C.16.20   Task 20, Year 5, Provide Mandatory Systems Engineering (OPTION) (CLIN 020)

The Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out the System Engineering activities as specified in Section C.10. The Contractor shall deliver all products specified in Section C.10.

C.16.21 Task 21, Year 5, Mandatory Technical Support (OPTION) (CLIN 021)

At the direction of the SEC, the Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out TIs as specified in Section C.13. The Contractor shall deliver all products specified in these TIs.

C.16.22 Task 22, Year 6, Operate and Maintain EDGAR Subsystems (OPTION) (CLIN 022)

The Contractor shall supply all personnel and all non-GFE hardware, software, communications and other resources necessary to carry out all O&M activities specified in Section C.12 for all operational EDGAR Subsystems:

- Filer Web Subsystem
- On-line Web Subsystem
- Filer Management Subsystem
- Leased Line Filer Subsystem
- Company Database Subsystem
- EDGARLink Subsystem
- EDGARLite Subsystem
- Receipt Subsystem
- Acceptance Subsystem
- Filer Notification
- Pre-Dissemination Subsystem
- Dissemination
- Text Management Subsystem
  - TMS Private Converter Subsystem
- CRD Subsystem
- SEC Routing Subsystem
- Fee Subsystem (operations – maintenance to be SEC supplied, see Section C.7.1.1)
- Momentum Client Subsystem
- SEC Workstation Subsystem
- Public Reference Room Subsystem
- Reporting Subsystem
- Automated Submission Manager Subsystem
- Data Objects Subsystem
- Enterprise Data Repository
- Infrastructure
- System Cleanup Subsystem

- System Utilities Subsystem
- System Monitor Subsystem
- Other EDGAR Subsystems that become operational during Contract Year 1 through 6

The Contractor shall develop and/or maintain, and deliver all maintained work products specified in Section C.8.4 and other work products deemed necessary to operate, maintain, and use the EDGAR Subsystems specified in this task.

The Contractor shall develop and/or maintain, and deliver all plans specified in Section C.8.1 and reports specified in Section C.8.2 according to their respective schedules. The Contractor shall conduct and/or participate in all meetings specified in Section C.8.3, and deliver all required associated meeting minutes, reports or other meeting related products.

The Contractor shall provide program management functions as specified in Section C.9, including program management for all basic and optional Year 6 tasks, and all associated deliverables.

C.16.23 Task 23, Year 6, Operate and Maintain the Dissemination Subsystem (OPTION) (CLIN 023)

C.16.23.1 Task 23.1, Year 6, Operate and Maintain the Dissemination Subsystem as currently configured (OPTION) (CLIN 0023.1)

At no cost to the Government, the Contractor shall supply all personnel and all hardware, software, communications, and other resources necessary to carry out all O&M activities specified in Section C.12 and C.7.2 for the Dissemination Subsystem.

The Contractor will maintain contracts with Public Dissemination System Subscribers and will charge the Subscribers based on pre-approved rates from the SEC. All proceeds from the Public Dissemination System Subscribers shall go to the Contractor to defray the costs to operate and maintain the Dissemination Subsystem.

The Contractor shall develop and maintain, and deliver all appropriate documentation required to operate, maintain, interface and use the Dissemination Subsystem.

C.16.23.2 Task 23.2, Year 6, Operate and Maintain the Dissemination Subsystem at the SEC (OPTION) (CLIN 0023.2)

Once Task 1.3 (CLIN 001.3) has been executed, the Contractor shall supply all personnel and other resources necessary to carry out all O&M activities specified in Section C.12 and Section C.7.2 for the Dissemination Subsystem with the equipment to be housed at the SEC Operations Center and/or Alternative Data Center.

C.16.24 Task 24, Year 6, Provide Mandatory Systems Engineering (OPTION) (CLIN 024)

The Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out the System Engineering activities as specified in Section C.10. The Contractor shall deliver all products specified in Section C.10.

C.16.25 Task 25, Year 6, Mandatory Technical Support (OPTION) (CLIN 025)

At the direction of the SEC, the Contractor shall supply all hardware, software, communications, personnel and other resources necessary to carry out TIs as specified in Section C.13. The Contractor shall deliver all products specified in these TIs.

C.16.26 Task 26, Provide Systems Engineering Support for Modernization Initiatives (OPTION) (CLIN 026)

The Contractor should provide a staffing profile and hourly rate for those who would be involved in this type of activity.

At the direction of the SEC, the Contractor shall provide Systems Engineering support to the government. This support may include, but not be limited to, the following:

- Strategic Planning,
- Technology Studies and/or Reports,
- Impact Studies and/or Reports,
- Cost/Benefit Studies and/or Reports,
- Feasibility Studies and/or Reports,
- Technology Forecasting,
- Modernization Blueprints and/or Reports,
- Etc.

The SEC will use the procedures for Technical Instructions for this CLIN found in Section G.4.

C.16.27 Task 27, Modernization Architectures and Solutions (OPTION) (CLIN 027)

The Contractor should provide a staffing profile and hourly rate for those who would be involved in this type of activity.

At the direction of the SEC, the Contractor will provide systems engineering and architecture support to position the SEC to plan and direct the modernization of agreed upon subsystems. This support activity may include, but not be limited to, the following:

- Modernization Blueprints and/or Reports,

- Architectures and Solutions to Subsystem Modernizations

- Migration Plans for Moving from Current to Target Architectures

The SEC will use the procedures for Technical Instructions for this CLIN found in Section G.4.

The actual modernization of subsystems will be performed under the Mandatory Technical Support CLINs for that contract year.

SECTION D

PACKAGING AND MARKING

D.1 PACKING, PACKAGING, MARKING AND STORAGE OF EQUIPMENT

The supplies to be furnished under this contract shall be packaged and marked in accordance with the Contractor's standard commercial practices. Packaging and packing shall be adequate to ensure acceptance by common carrier and arrival at destination in undamaged condition.
All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the Contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

D.2 MARKING

The contract number shall be placed on or adjacent to the exterior shipping label. Supplies shall be marked for delivery to the following address, unless otherwise specified:

      U.S. Securities and Exchange Commission
      6432 General Green Way
      Mail Stop 0-4
      Alexandria, Virginia 22312
      Attention: Rick Heroux

D.3 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the Contracting Officer. Specific requirements will be addressed in individual Task Orders (TOs).

SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies and/or services to be furnished under this contract will be performed by the Contracting Officer's Technical Representative (COTR) at the Securities and Exchange Commission at 6432 General Green Way, Alexandria, Virginia 22312. Items provided under this contract shall conform to the requirements set forth in Sections A through I.

E.2 STANDARD OF PERFORMANCE AND ACCEPTANCE

The Contractor must meet the standards of performance specified in the following paragraph before any equipment or software, new, replacement, and/or modified under this contract, is determined to be acceptable by the government. These standards shall apply regardless of when such additions, replacement or modifications are made.

For a period of 30 consecutive calendar days, the SEC will test and examine all EDGAR changes, enhancements or modifications made to the system or any of its components once it has passed the initial acceptance described in Section E.2.1. The 30 day period will commence upon the date any such change, enhancement, or modification is installed in its entirety. The SEC will provide the Contractor a notice of acceptance or a list of deficiencies to be corrected with respect to the changes, enhancements or modifications at the conclusion of the 30 day period.

Nothing in this clause shall in any manner restrict the SEC's rights under the default clauses contained in this contract.

E.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause Number	Title	Date
52.246-2	Inspection of Supplies - Fixed Price	AUG 1996
52.246-3	Inspection of Supplies - Cost Reimbursement	MAR 2001
52.246-4	Inspection of Services - Fixed Price	AUG 1996

52-246-5	Inspection of Services - Cost Reimbursement	APR 1984
52.246-6	Inspection - Time-and-Material and Labor-Hour	MAR 2001
	Alternate II	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility for Supplies	APR 1984

E.4 Place of inspection and acceptance

Inspection and acceptance shall be accomplished at SEC facilities.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Subject to limitation of funds (Section I), this contract is for a three (3) year base term followed by three (3) option years. Specific performance periods will be specified on individual task orders placed against this contract.

F.2 PLACE OF PERFORMANCE

Place of performance is the SEC Operations Center in Alexandria, Virginia.

F.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause	Title	Date
52.242-15	Stop Work Order (for other than cost reimbursement task orders)	AUG 1989
52.242-15	Stop Work Order ALT I (for cost reimbursement task orders)	AUG 1984
52.247-34	F.O.B. Destination	NOV 1991

F.4 SCHEDULE OF DELIVERABLES

F.4.1 The Contractor shall provide the deliverables to the COTR in MS Office or compatible electronic format unless otherwise noted. Project schedules shall be delivered in MS Project or compatible. The COTR will review the deliverables within 10 business days of receipt. If no response is received from the SEC within 15 business days, the Contractor may consider the deliverables accepted. For purposes of the delivery schedule, the terms "day" and "days" shall mean calendar days, unless otherwise noted. Deliverables shall be delivered via email followed by one paper copy.

F.4.2 See Section C.8 for complete description of deliverables and deliverables schedule.

F.4.3 For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at destination (Alexandria, VA), Monday through Friday, unless stated otherwise.

F.4.4 All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

F.4.5 Each contract-level and TO-level deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.

F.4.6 In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the Contracting Officer and the EDGAR COTR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; <u>provided</u> that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.5 PLACE OF DELIVERY

Items to be furnished to SEC Headquarters under this contract shall be delivered to:
> SEC Headquarters
> 100 F St. N.E.
> Washington, D.C. 20549-0001

Items to be furnished to SEC's Operations Center under this contract shall be delivered to:
> SEC's Operations Center
> 6432 General Green Way
> Alexandria, Virginia 22312

F.6 LIQUIDATED DAMAGES

F.6.1 FAILURE TO ACCOMPLISH TRANSITION PLAN

The Contractor is expected to complete its proposed Transition Plan from the incumbent EDGAR contractor within the required 120 day period.
If the Contractor fails to transfer responsibility from the incumbent contractor according to its Transition Management Plan, all costs associated with this failure shall be wholly borne by the Contractor and liquidated damages shall be applied. Liquidated damages will consist of all costs to the SEC of maintaining the current system capabilities through whatever means required.

F.6.2 SYSTEM UNAVAILABILITY TO FILERS

SEC views any circumstance wherein the EDGAR system is not available to filers for any period in excess of 4 hours during the specified period of filing receipt availability (*see*

Section C.12.1.1.1) as unacceptable. This 4 hour limit shall span consecutive required availability periods. Thus, a 1 hour outage period ending at 10:00 p.m. followed by a 3 hour outage period beginning at 8:00 a.m. the following filing day constitutes a 4 hour outage period. Properly maintained fault tolerant equipment and software combined with a properly maintained backup facility are deemed to be sufficient to prevent any outage greater than 4 hours duration. In the event the EDGAR system is not available to filers (i.e., direct, electronic filing via modem or other prescribed means) for any period greater than 4 hours, the SEC will assess liquidated damages as follows:

$15,000 per hour for every hour of outage beyond 4 hours.

The assessment is based on the fact that the SEC receives approximately 700 filings on an average day. Spread evenly over 14 hours (for these computational purposes) during which the system is normally open for filing, yields an approximate hourly filing rate of 50. While not all filings are time sensitive, filers would go to great lengths to get their filings to the SEC in paper. The cost to filers of transporting a paper document to the agency on a rush basis is approximated at $300 each. The $15,000 figure is therefore derived by multiplying 50 filings by $300 per filing.

F.6.3 FAILURE TO MEET SYSTEM RESPONSE TIMES

SEC staff productivity is heavily dependent upon the EDGAR system's responsiveness.   In the event the EDGAR system, following acceptance by the SEC, fails to meet the contractually required response times for SEC staff queries, defined in Section C.11.1.1.3, the SEC will assess liquidated damages.

Should the SEC determine system performance has deteriorated beyond the Section C requirement, the SEC will provide the Contractor a deficiency notice outlining the agency's findings and offering the Contractor 30 days to cure. Should the Contractor be unable to cure the deficiency within the allotted 30 days, liquidated damages will accrue each day the system fails to perform within specification (as determined by the SEC) for any one of the 5 query types specified in the referenced section. The daily liquidated damages assessment will be computed as follows:

$13,000 per day for every day the system is determined to fail the responsiveness test.

The calculation is derived by assuming that 700 SEC EDGAR user staff each experience 0.5 hours of lost productivity each day the system fails to perform properly. Hours of lost productivity are multiplied by the SEC's average hourly salary and benefit amount of $37.78.

F.6.4 PAYMENT OF LIQUIDATED DAMAGES

Should any liquidated damages be assessed against the Contractor under this contract, at the SEC's discretion they may be either paid to the SEC or be credited against future invoices from the Contractor to the Commission under the contract, thus adjusting downward the Commission's obligation to the Contractor.

F.7 GENERAL REQUIREMENTS

All Contractor-submitted documents shall conform to the following style rules:

a. Automated techniques. Use of automated techniques by the Contractor is encouraged. The term "document" means a collection of data regardless of its medium.

b. Integrated documents. Delivered documents shall be a complete, whole, on-line entity. The document may consist of multiple parts, so long as the document can be automatically (not manually) constructed from its parts.

c. Revised documents. Updates and modifications to existing documents shall consist of a complete, integrated document (as in item b.), regardless of its previous format.

d. Title page or identifier. The document shall include a title page containing, as applicable: document number; volume number; version/revision indicator; security markings or other restrictions on the handling of the document; date; document title; name, abbreviation, and any other identifier for the system, subsystem, or item to which the document applies; contract number; configuration management identifier; organization for which the document has been prepared; name and address of the Contractor; and distribution statement. For data in a database or other alternative form, this information shall be included on external and internal labels or by equivalent identification methods.

e. Table of contents. The document shall contain a table of contents providing the number, title, and page number of each titled paragraph, figure, table, and appendix. For data in a database or other alternative form, this information shall consist of an internal or external table of contents containing pointers to, or instructions for accessing, each paragraph, figure, table, and appendix or their equivalents.

f. Glossary. The document shall contain a glossary of terms and acronyms.

g. Index. Any documents of more than 130 pages shall include an Index.

h. Font. Type font and size for text shall be Times New Roman, 12 point, single spaced, and no reduction in type size.

i. Alternate presentation styles. Diagrams, tables, matrices, and other presentation styles are acceptable substitutes for text when readability is enhanced. The font constraints above do not apply to figures, graphs and tables, but they shall be of a size and structure to ensure readability. Neither expensive nor elaborate graphics, bindings, and/or reproduction are required or desired.

j. Page numbering/labeling. Each page shall contain a unique chapter number/page number and display the document number, including version, volume, and date of delivery, as applicable. Data in a database, form, file, screen, or other entity shall be assigned names or numbers in such a way that desired data can be uniquely identified.

k. Substitution of existing documents. Commercial or other existing documents may be substituted for all or part of the document if they contain the required data.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 APPOINTMENT OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

a. The Contracting Officer shall appoint, in writing, a Contracting Officer's Technical Representative (COTR). The COTR has no authority regarding the terms and conditions of the contract. The contractor shall be provided a copy of the appointment letter identifying the tasks for which the COTR is responsible. The COTR may not re-delegate his or her authority.

b. The COTR will act as the liaison to coordinate activities between the contractor and Contracting Officer, as required, in the performance of the work under this contract.

c. Only the Contracting Officer has the authority to change the terms and conditions of this contract. The COTR may not agree to or issue a change to the contract terms and conditions. In the event the contractor effects changes to the contract at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without any authority and no adjustments will be made to the contract.

d. Technical Direction. The COTR has authority to provide technical clarification of the contract requirements but does not have authority not to modify any contract provisions. If the Contractor deems technical direction to modify or conflict with any contract provision, the Contractor shall refer the matter to the Contacting Officer. The COTR has no authority to change the scope of the work, the cost/price thereof, or the performance delivery schedule(s) therefore. Such authority lies exclusively with the Contracting Officer.

e. Technical clarification will be issued in writing by the COTR or confirmed by the COTR in writing within five (5) calendar days after verbal issuance.

G.2 SUBMISSION OF INVOICES

The Contractor shall submit the original and four copies of invoices to the Office of the Comptroller, which will make payment in conformance with the Prompt Payment Act upon receiving certification by the Inspection & Acceptance Official. Invoices shall be addressed to:
Securities and Exchange Commission
Office of the Comptroller
Room 206; Mail Stop 0-3
6432 General Green Way
Alexandria, VA 22312

Invoices must include the items listed below:

a) Name and address of the Contractor
b) Invoice date
c) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number)
d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed
e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government Bill of Lading
f) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
g) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice
h) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

G.3 TECHNICAL SUPPORT ADMINISTRATION

The following describes the process for the administration of Technical Support under this contract.
The COTR will initiate the Technical Instruction (TI) implementation process through the Contracting Officer by preparing a statement of objectives to be achieved by completion of work under the TI, in the form of a TI Statement (TIS). The TIS will contain a detailed description of the functional or other objectives to be achieved, a planned schedule for completion of work under the TI, period of performance, and deliverables to be provided under the TI.
The Contractor shall, on the basis of the TIS, develop a work plan which defines the Contractor's technical approach, specific tasks and actions which are proposed to be taken by the Contractor to complete the work under the TI, and includes a cost estimate. The Contractor shall deliver four copies of the work plan with cost estimate to the Contracting Officer within ten (10) working days after receipt of the TIS.
The work plan will provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule. The Contractor shall also identify all the responsibilities of the SEC which will affect the TI and any dependencies which may exist. Based upon the content of the work plan and cost estimate, the Contractor and the SEC shall negotiate the number of hours and labor mix required to complete the TI; the cost of any "Other Direct Costs (ODCs)", materials, or services required by the TI, and any changes in the work to be performed, the schedule, or the deliverables to be provided under the TI. Within five (5) working days following the conclusion of the final negotiations, related to the work plan and cost estimate, the Contractor shall submit a revised work plan which reflects the negotiated agreement. A TI will be executed fully and issued by the Contracting Officer. The Contractor shall commence work on the TI in accordance with the effective start date

indicated in the executed Technical Instruction. The TI includes the baseline plan or cost, schedule, and deliverables for completion of the TI.

Following execution of the TI, technical clarifications may be issued in writing at any time by the COTR to amplify or provide additional guidance to the Contractor regarding the performance of the TI.

Pursuant to the FAR Clause 52.243-7, Notification of Changes, (APR 1984) as contained in Section I of this solicitation, the Contractor shall notify the Contracting Officer immediately of any instructions or guidance the Contractor considers to be a change to the TI which will impact the cost, schedule, or deliverable content of the baseline work plan. In cases where the TI or other events may dictate a change from the baseline, TI s may be formally amended to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect TI amendments within five (5) working days following negotiations or issuance of a modification of the TI.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

O&M activities shall be awarded on a Firm Fixed Price (FFP) basis. Technical Support activities shall be awarded on a Time and Materials (T&M) basis. EDGAR development activities shall be awarded on a Cost Plus Fixed Fee (CPFF) and a Firm Fixed Price basis depending upon the specific CLIN (Section B.).

H.2 DATA OWNERSHIP, ACCESS AND ARCHIVING

The rights and obligations set forth in this Section H.2 are in addition to and in supplementation of the rights and obligations set forth in Section I, clauses 52.227-14, -16, -17, -18, and -22.

H.2.1 SUBMISSION AND RELATED DATA: SEC OWNERSHIP AND ACCESS

The Contractor agrees that: 1) the contents of all corporate submissions, including, but not limited to, filing text, filing headers, filing exhibits, and filer correspondence, 2) the contents of all associated and unassociated EDGAR system electronic file folders, 3) all EDGAR system-assigned or conformed data or data elements (e.g., filing accession number, SEC file number or conformed company name), 4) system logs, 5) SEC staff entries such as assignments or date changes, and 6) all other similar submissions and related data are the exclusive property of the SEC, and as such, the Contractor shall provide the SEC unlimited access to them, whether through an organized information system, or as raw data requested by the SEC, as and when the SEC directs.

H.2.2 OTHER SYSTEM DATA: SEC RIGHTS AND ACCESS

The Contractor agrees that the SEC has unlimited rights to all other non-proprietary system data, such as custom developed software used to operate the EDGAR Subsystems, including that portion of the Dissemination Subsystem developed at government expense. Such other system data shall be provided to the SEC at no charge in the format requested, either upon SEC request or at the time of contract expiration.

Any software which is proprietary or developed outside this agreement shall be available to the Commission for the continued operation of the EDGAR system without restriction on terms consistent with those under which it is made available under this contract.

H.2.3 FEDERAL ARCHIVING

SEC records, which include EDGAR filings and related data, are archived with the United States Government's National Archives and Records Administration (NARA) in accordance with federal statute and the SEC's records retention schedule. At the present time, NARA accepts SEC EDGAR electronic records in ASCII or HTML file format only. This file format must be adhered to for federal archiving purposes. Microfiche is also acceptable to

NARA. The Contractor is responsible for submitting EDGAR filings to NARA monthly in a tape format and in a record layout specified by NARA.

H.2.4 PUBLIC ACCESS

Making corporate disclosure documents publicly available is a critical element of the SEC's mission. The Contractor agrees that free public access to corporate disclosure documents via the Internet will continue to be a part of the agency's dissemination program. The Contractor is further obligated to provide the functionality required under the section of this contract that describes the requirements of the commercial Dissemination Subsystem.

H.3 TRANSFER OF DATA ON CONTRACT TERMINATION OR EXPIRATION

The Contractor agrees that all data which the SEC owns or in which the SEC has other rights will be turned over to the SEC upon contract termination or expiration in a format to be specified by the SEC at the time of such transfer.

H.4 SYSTEM DATA AND SOFTWARE USE BY REPLACEMENT CONTRACTOR

In accordance with FAR 52.227-14 entitled "Rights in Data - General" (Jun 1987), the Contractor agrees that the SEC has unlimited rights to all software programs, source code, and data developed under this contract and/or software programs, source code, and data necessary to operate the EDGAR system. The Contractor agrees that the SEC has the unlimited right to allow a replacement or potential replacement Contractor, at any time before or after the expiration of this contract, or upon termination of the contract for default or convenience of the SEC, full use of all software programs, source code, and data developed under this contract and/or software programs, source code, and data necessary to operate the EDGAR system.

In the event of termination of the contract for default or for the convenience of the SEC, the Contractor shall be required to deliver to the SEC immediately after the termination of the contract, all data developed or operated, maintained, and sustained under the contract for the Dissemination Subsystem. This data may be used by a replacement subcontractor for installation, operations or routine maintenance and repair of the Dissemination Subsystem until the replacement Contractor develops a replacement Dissemination Subsystem.

Any system software developed outside this contract and made available to the Commission or the Contractor for this project as restricted computer software under a licensing agreement or as a term of this contract, shall be available to the SEC or its successors, assigns, or the succeeding contractor for the continued operation of EDGAR at the termination or expiration of this contract on terms consistent with the terms under which it was made available.

H.5 CONTRACTOR RESPONSIBILITIES/STANDARDS OF CONDUCT

The Contractor shall furnish all managerial, supervisory, and direct labor personnel to successfully, effectively, and efficiently accomplish all work required by this contract and Technical Instructions issued under Technical Support tasks.

Contractor personnel are employees of the Contractor and under its administrative control and supervision. The Contractor shall select, supervise and exercise control and direction over its employees under this contract. The SEC will not exercise any supervision over the Contractor's employees. The Contractor is accountable to the SEC for the actions of its personnel.

The Contractor's employees, when on-site at SEC facilities under this contract, shall only engage in duties specified in Section C, and not in other business, political, charitable or other duties.

The Contractor shall not recruit on SEC premises or otherwise act to disrupt official SEC business.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. Contractor employees are expected to adhere to standards of conduct that reflect credit on themselves, their employer, the SEC and the Federal Government.

The Contractor is responsible for having a knowledge and understanding of all statutes and regulations relating to EDGAR, as well as other statutes and regulations that may impact on any aspect of EDGAR operation, maintenance and developmental activities.

The Contractor is responsible for obtaining and becoming familiar with all of the documentation related to the EDGAR system.

In no event shall the Contractor's failure to obtain and/or review EDGAR system documentation constitute grounds for a claim after contract award.

The Contractor shall include the substance of this clause in any of its subcontracts.

H.6 COMPLIANCE WITH REGULATIONS

The Contractor shall comply with all statutes, regulations, directives, instructions, and references applicable to the conduct of this acquisition as imposed by the Federal Government and the SEC, including, without limitation, those specified or referred to in this contract.

The Contractor and its employees shall become acquainted with and shall comply with the rules and regulations of the SEC's facilities, including, but not limited to security, controlled access, personnel clearances, and conduct with respect to health and safety at the site, regardless of whether or not title to the facility is vested in the SEC.

H.7 SECURITY

H.7.1 PRE-EMPLOYMENT CHECK. The Contractor shall be subject to a complete pre-employment check, which will be completed by the SEC. The pre-employment check shall include a

background investigation of each proposed employee under this contract to determine suitability for employment on the basis of qualifications for the job. The Contractor shall submit OPM Form 85P for each prospective employee. OPM Form 85P is available at http://www.opm.gov/forms. The Government reserves the right of final approval for prospective employees. The pre-employment check shall include, but not be limited to the checks identified below.

H.7.2. CRIMINAL HISTORY CHECK. The SEC may contact local law enforcement authorities and the Federal Bureau of Investigation (FBI) to determine the criminal history of each prospective contract employee.

H.7.3 CREDIT HISTORY CHECK. Credit history shall evidence the Contract employee to be responsible with credit obligations. A Contract employee receiving an unfavorable credit rating must be approved by the COTR prior to acceptance to this Contract. The explanation shall be addressed in writing to explain the circumstances and submitted to the CO for approval prior to assignment on this Contract.

H.7.4 OTHER PERTINENT INFORMATION OR SPECIAL CONSIDERATIONS.

      a. Non Disclosure Requirements. Required Non Disclosure Agreements are attached.

      b. Restrictions on Use, Disclosure, and Duplication of Confidential and Non-Public Information. For purposes of this clause, "confidential or non-public information," is defined as information generated by or in the possession of the SEC that is commercially valuable, trade secret, market sensitive, proprietary, related to an SEC enforcement or examination matter, subject to privilege, protected by the Privacy Act (5 U.S.C. § 552a), or otherwise deemed confidential or non-public by an SEC division director or office head, and is not otherwise available to the public. This definition applies to confidential or non-public information in any form, including documents, electronic mail, computer files, conversations, and audio or video recordings. Examples of confidential or non-public information include, but are not limited to, corporate financial, statistical, or technical data provided to the SEC that has not been made public; SEC planned or contemplated courses of action regarding SEC examinations, investigations, and enforcement actions; and SEC personnel information covered by the Privacy Act, 5 U.S.C. § 552a.. Unless otherwise specified, confidential and non-public information shall not be used for purposes other than performance of work under this contract without the prior written consent of the Contracting Officer. The Contractor, and its employees, agents, subcontractors, and subcontractor personnel are restricted from duplicating or disclosing confidential or non-public information, in whole or in part, outside the Securities and Exchange Commission (SEC) for purposes other than fulfillment of the requirements set forth in this contract. Any presentation of any confidential or non-public

information, or any reports or material derived from confidential or non-public information shall be subject to review of the Contracting Officer prior to publication or dissemination. Any questions about whether information is confidential or non-public shall be referred to the Contracting Officer prior to use, disclosure or duplication.

c. Non-Disclosure Agreement for Confidential and Non-Public Information. The SEC's conduct regulations at 17 C.F.R. 200.735-3(b)(1) and (7) expressly prohibit unauthorized disclosure and improper use of confidential or non-public information or documents. The Contractor, for itself and its employees, agents, subcontractors, and subcontractor personnel who will have access to confidential or non-public information or documents in the performance of the contract, agrees to be bound by the provisions of SEC conduct regulations at 17 C.F.R. 200.735-3(b)(1) and (7) and the terms set forth in the attached non-disclosure agreements (Attachments 1 & 2). The Contractor and all personnel assigned to the contract agree not to divulge to any unauthorized person non-public or confidential information obtained from the SEC in performance of their duties under the contract.

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to confidential or non-public information or documents during the performance of their duties under the contract shall execute the attached Non-Disclosure Agreements (Attachments J-2 and J-3) as applicable and return it to the Contracting Officer before being given access to such information or documents.

Violation of this clause by the Contractor, its employees, agents, subcontractors, or subcontractor personnel may result in default of the contract and/or civil suits and/or criminal prosecution.

d. SEC Non-Disclosure Agreement. The Contractor shall submit to the Contracting Officer (CO) a list of its employees, agents, and subcontractors that will be authorized access to SEC information by virtue of performing the requirements set forth in this contract. Each person identified on the list shall then sign a non-disclosure agreement (Attachment J-3) and submit it to the CO before starting work at the SEC. The Contractor shall also ensure that all of its employees, agents, and subcontractors assigned to perform the requirements set forth in this contract adhere to the terms of the non-disclosure agreement, protecting all confidential or non-public information. Assignment of personnel who have not executed the non-disclosure agreement or failure to adhere to this statement shall result in action by the contracting officer, as deemed appropriate.

H.8 AUDITS

The rights and obligations set forth in this Section H.8 are in addition to, and in supplementation of, the rights and obligations contained in Section I, clause 52.215-2. Notification of a minimum of 24 hours will be provided to the Contractor prior to conducting source audits or inspections.

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The Contractor shall maintain labor records and accounts in such a manner as to enable segregation of idle time, downtime, and training as separate entities in any period or periods and the costs attributable thereto and shall make these records and information promptly available to the Contracting Officer or an authorized representative of the Contracting Officer when requested.

Because of the vulnerabilities of the Internet Site Subsystem and its importance as the public's interface to the SEC, extra care must be taken to protect the hardware, software and data from failures and security threats. Security logs and access audits must be kept for the Internet Site Subsystem and be available to the SEC. Periodic audits will be performed by the SEC on the Internet Site Subsystem to ensure that the proper safeguards are being maintained and potential security threats are minimized.

H.9 SUBCONTRACT APPROVAL REQUIRED DOCUMENTATION

The rights and obligations set forth in this Section H.9 are in addition to, and in supplementation of, the rights and obligations contained in Section I, clause 52.244-2. Those subcontracts which are subject to the requirements of the Section I contract clauses entitled "Subcontracts" shall be submitted to the Contracting Officer for review and approval. Any unusual circumstances involving EDGAR-related activities, including, without limitation, those not previously discussed with the Contracting Officer which adversely impact the EDGAR system under this contract shall be explained by the Contractor in an accompanying letter. Each request for subcontractor approval shall be accompanied by a cost breakdown or summary of the offers. In addition to the above, the Contractor shall provide the SEC with an explanation of the type of agreement(s) the Contractor and subcontractors are proposing. This explanation shall clearly define the relationship(s) between the Contractor and subcontractor(s) and what each party's responsibilities/duties shall be.

H.10 PERSONNEL

The Contractor shall provide the skilled personnel, including all management and supervisory staff, required for the effective and efficient performance of this contract.

The Program Manager shall be an employee of the Prime Contractor.

The SEC reserves the right to review all resumes of all personnel assigned to this contract and the results of the background investigations conducted by the Contractor. The SEC has the right to require the removal of any Contractor personnel assigned to this contract, at any time, for any reason.

H.10.1 KEY PERSONNEL

The Contractor shall designate specific senior level professional and managerial personnel as key personnel who are essential to the successful performance of work under this contract. Key personnel shall be available for full-time assignment as necessary to efficiently manage the work of the contract and shall be available on the effective date of award.

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H.10.2 BACKGROUND CHECKS

Due to the sensitive nature of the information contained in SEC filings and concerns regarding the security and integrity of this information, the SEC may conduct background checks of proposed key personnel in addition to reference checks. It shall be the responsibility of the Contractor throughout the life of this contract to inform the SEC of any changes in its key personnel so that the appropriate background and reference checks may be conducted. The Contractor also agrees to include the substance of this clause in any of its subcontracts.

The Contractor shall conduct a background investigation regarding the criminal record and credit history of all employees who will be assigned to work on the contract. The Contractor shall not assign to work on the contract and shall immediately remove from work on the contract any employee who has been convicted within the past ten years of fraud or any other felony.

The Contractor shall certify to the SEC that a background investigation has been conducted on each employee who is assigned to work on the contract. The Contractor shall conduct follow-up background investigations every twelve months on each employee assigned to the contract, unless the SEC directs otherwise.

H.10.3 CONTRACTOR SUBSTITUTION OF KEY PERSONNEL

Following contract award, and throughout the life of this contract, the Contractor shall permit no substitution of key personnel without the written consent of the Contracting Officer, unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In the event that substitution of personnel is desired, the Contractor shall notify the Contracting Officer in writing at least thirty (30) calendar days before any key personnel substitution is made. The Contractor shall submit a justification in sufficient detail to permit evaluation of the impact on the contract or Technical Instruction performance, with the resume of the proposed replacement personnel. The Contractor shall obtain the Contracting Officer's written approval prior to any changes in the contract participation of the personnel named as key personnel. Proposed substitute personnel shall have experience and education at least substantially equal to those of the personnel being replaced. Requests for substitutions shall provide a detailed explanation of the circumstances necessitating such changes, a resume for each proposed substitute, and any other information as requested by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

H.10.4 POINT OF CONTACT

The Contractor shall designate a senior person from the key personnel specified in Section H.10.1 as the point of contact during normal business hours. This person shall be located on-site during normal business hours. Should the person be unavailable when scheduled to be on-site, the Contractor shall notify the COTR of the name of the designated replacement. The designated person shall have the authority of the Program Manager to direct personnel and shall be accountable to the directions of the COTR. The Contractor shall provide to the

COTR a contact and backup contact who shall be on-call to make decisions as required during non-business hours.

H.11 TRANSITION UPON EXPIRATION OR TERMINATION OF CONTRACT

The Contractor recognizes that the services under this contract are vital and shall be continued upon contract expiration or termination, without interruption and that a successor, either the SEC or another Contractor, will continue them. The Contractor agrees to (a) furnish phase-in training to a successor Contractor, (b) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor, and (c) ensure that all license agreements for contractor developed software and data and third party developed software and data are fully assignable.

The Contractor shall, upon the Contracting Officer's written notice, (a) furnish phase-in, phase-out services for up to 120 days after this contract expires or is terminated, and (b) negotiate, in good faith, a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required performance level.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

The Contractor agrees that the SEC may, during the period of and as permitted by the current contract, provide a replacement Contractor with software, data, and any other items necessary to achieve an orderly transition to the successor.

H.12 TRAINING OF CONTRACTOR/SUBCONTRACTOR PERSONNEL

The Contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of Contractor personnel, including attendance at seminars, symposiums, or user group conferences, shall be performed by the Contractor at its own expense, except when the SEC has given prior approval for training to meet special training requirements that are peculiar to a particular Technical Instruction. The SEC will pay any direct charges associated with authorized training (e.g., tuition, travel and per diem, if required) and the Contractor shall pay, without SEC reimbursement, employee salaries and other expenses.

Training at SEC expense will not be authorized for replacement personnel nor for keeping Contractor personnel abreast of advances in the state-of-the-art or for training Contractor employees on equipment, computer languages, and commercial operating systems that are available in the commercial market.

H.13 SECURITY REQUIREMENTS

The Contractor shall comply with the provisions of the EDGAR Security Plan and SEC security policy and procedures.

The Contractor shall be responsible for compliance by its employees with SEC security regulations, policies, and procedures. This includes safekeeping, wearing, and visibility of identification badges.

H.13.1 IDENTIFICATION BADGES

The SEC will issue Contractor identification badges to on-site Contractor personnel, and the badges shall be visible at all times while employees are on SEC premises. The Contractor shall provide all requested information (the SEC will provide forms to the Contractor at time of award) required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to the Contractor employees are returned within forty-eight (48) hours following the completion of the contract, relocation, or termination of an employee and/or request of the Contracting Officer or the COTR.

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI)

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an Organizational Conflict of Interest (OCOI), as defined in FAR Subpart 9.5. The Contractor further warrants that it has disclosed all such relevant information to the Contracting Officer.

The Contractor agrees that if an actual, apparent, or potential OCOI is discovered after award, the Contractor shall make a full disclosure, in writing, to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent or potential conflict.

If the SEC discovers an actual or potential conflict after award, it may terminate this contract for convenience, in whole or in part. If the OCOI is discovered prior to award and the SEC concludes, in its sole discretion, that the OCOI cannot be mitigated, no award will be made. If the Contractor did not disclose relevant information or misrepresented relevant information to the Contracting Officer, the SEC may terminate the contract for default, debar the Contractor from SEC contracting, or pursue other remedies as may be permitted by law or by this contract.

In protecting the SEC's integrity, the Contracting Officer is vested with the broadest possible discretion as to determining whether an OCOI exists and what remedy is appropriate. For this contracting action, all that is required in finding such a conflict is some evidence that facts exist which could be alleged to constitute an actual or apparent conflict of interest. Accordingly, it is in each Contractor's best interest to fully inform the Contracting Officer as

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early as possible to allow the Contracting Officer the maximum opportunity to find ways to mitigate or resolve such potential conflicts of interest.

H.15 CERTIFICATE OF MAINTENANCE FOR GOVERNMENT FURNISHED EQUIPMENT

The Contractor agrees to maintain Government Furnished Equipment so at the end of the contract the equipment is eligible for a certificate of maintenance by the original manufacturer.

H.16 REQUIRED INSURANCE

The Contractor shall procure and maintain insurance during the entire period of performance under this contract, in accordance with FAR 52.228-5, entitled "Insurance - Work on a Government Installation" (Sept 1989). The following minimum insurance is required:

Worker's Compensation and Employers' Liability as required by applicable Federal and State workers compensation and occupational disease statutes.

Comprehensive General Liability Insurance: Limits: $5,000,000 per occurrence, for bodily injury.

Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the SEC shall not be effective until thirty days after written notice has been given and approved by the Contracting Officer.

H.17 PROVISION FOR TECHNOLOGY UPGRADES

The SEC desires to take advantage of technology changes that it anticipates will occur over the contract period. The Contractor shall review the system configuration (including hardware and software) formally at the Program Management Reviews, but may propose changes at any time.

In addition, the SEC may from time to time solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications, or other requirements of the contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing services requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the SEC for evaluation. Those proposed changes that are acceptable to the SEC will be processed as modifications to the contract.

At a minimum the following information shall be submitted by the Contractor with each proposal to implement a proposed change in accordance with the provisions of the previous paragraph.

- A description of the difference between the existing contract and the proposed change, and the comparative advantage and disadvantage of each.

- Itemized requirements of the contract which shall be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

- An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal.

- An evaluation of the effects the proposed change would have on collateral costs to the SEC, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

- A statement of the time by which the change order adopting the proposal shall be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

Engineering change proposals (ECPs) submitted to the Contracting Officer or to COTR will be processed expeditiously. The SEC will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any ECP not accepted by the SEC within the period specified in the ECP. The decision of the Contracting Officer or COTR as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.

The Contracting Officer or COTR may accept any ECP submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an ECP under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

If an ECP submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made.

The Contractor is requested to identify specifically any information contained in the ECP which the Contractor considers confidential and/or proprietary and which the Contractor prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the SEC to prevent disclosure of such information. Contractors are advised that such information may be subject to release under the Freedom of Information Act (5 U.S.C. 552).

H.18 COMMERCIAL WARRANTIES

Any supplies purchased by the Contractor necessary for the performance of this contract shall be furnished with the standard commercial warranty only. The Contractor shall not purchase supplemental warranties unless authorized by the Contracting Officer. The title to the supplies purchased and all rights conferred by the standard commercial warranty shall pass to the SEC at the time of purchase.

H.19 CONTRACT WARRANTY

For up to ninety (90) days following the completion of the contract, the SEC may require the Contractor to re-perform any services that do not conform to the contract requirements, for no additional cost. When the defects in services cannot be corrected by re-performance, the SEC may reduce any costs payable under the contract to reflect the reduced value of services performed.

H.20 FEDERAL AND INDUSTRY STANDARDS

The Contractor must, to the maximum extent possible, develop and/or deploy open systems built on products based on de-jure standards. Where implementing systems based on de-jure standards is not possible or practical, the Contractor may use products based on de-facto standards, but, it must provide a justification for deviating from de-jure standards. Where implementing systems based upon de-jure standards and de-facto standards is not possible or practical, the Contractor may use proprietary vendor products in their systems, but, they must provide a justification for deviating from de-jure and de-facto standards.

De-jure standards are standards developed through a consensus process by officially recognized national, international, or government standards organizations. These standards are defined through a consensus process involving a diverse cross-section of users and organizations. The consensus process also owns and maintains any specifications for the standard so that one vendor cannot influence or control the specifications. For many of these standards, a certification procedure and/or a policing organization monitors compliance of vendor products to the standard. These factors make de-jure standards an integral part of building open systems by providing an interface that can be implemented by many vendor products, increasing the level of portability, scalability, interoperability, and substitutability of systems built upon these standards.

De-facto standards are standards developed by consortia, such as vendors and user groups and standards that gain wide acceptance due to volume and widespread market acceptance. De-facto standards vary in acceptance and product availability, which typically depends upon the policies of the group or vendor that developed them.

Standards and specifications for the EDGAR architecture with a variety of origins may be invoked by the SEC during development of the modernized EDGAR system or under one or more individual Technical Instructions. New, updated and superseding standards may be added to or deleted as necessary. Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to these requirements unless stated otherwise by the COTR or CO.

H.21 ACQUISITION OF TOOLS

Equipment, materials, and source code acquired by the Contractor under this contract become the property of the SEC.

H.22 PREFERENCE FOR USE OF COTS

In the development, implementation and utilization of EDGAR, the Contractor shall make maximum use of Commercial Off-The-Shelf (COTS) hardware and software products consistent with all contract requirements and the quality of the user interfaces and products. Original development or use of non-COTS hardware or software for EDGAR shall be held to the absolute minimum consistent with the technical capability and performance requirements specified by the SEC or identified by the Contractor. Modification of COTS products when unmodified products are unable to meet specified requirements shall be allowed and may be considered preferable to the development of a new product, but any modification of COTS shall be engineered and managed as a development product.

A specific waiver shall be required for each use of non-COTS. It should be noted that the SEC reserves the right and specifically intends to impose additional specifications, standards, documentation, review and test requirements as a condition of each such waiver granted for the use of non-COTS hardware and software in satisfaction of the requirements of this contract.

H.22.1 DEFINITION OF COMMERCIAL OFF-THE-SHELF (COTS)

For the purposes of this contract the terms "Commercial-Off-The-Shelf" or "COTS" shall imply the following minimum conditions on hardware or software. Items a. through e. shall each be satisfied at the time of COTS item identification or proposed use.

    a. The product, in current or prior versions, shall have been sold or supplied commercially and continuously and shall have been in active use for at least 12 months for hardware and 6 months for software prior to identification by the Contractor as a specifically planned component in the implementation of EDGAR.

    b. The product shall have been sold to at least two Government or commercial customers. For purposes of this definition, Government approval, via original proposal negotiation and award or via formal design review concurrence of specific prime contractor proposals for use of the product shall be considered a "sale" of the product to the Government.

    c. The manufacturer shall have an established product support base that includes maintenance and servicing, configuration management, distribution of product information, and the necessary data, spares and support equipment for third party maintenance (both preventative and corrective).

    d. The product shall include specific documentation to support the operation of the product over the full range of intended uses for that product.

H.23 PROHIBITED PARTY CONTROL

As used herein, the term "Prohibited Party" shall mean a "broker", "dealer", "underwriter", "person associated with a broker dealer", "associated person of a broker or dealer", "investment company", "Government securities broker", "Government securities dealer", "securities exchange", "investment advisor", "securities information processor", "transfer

agent", "clearing agent", "municipal securities dealer", "municipal securities broker", "self-regulatory organizations", or "self-regulating organizations." Terms used in this clause shall have the more inclusive of their meanings under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and/or the Investment Advisers Act of 1940.

The Contractor represents, warrants and covenants that the contract does not and shall not constitute, directly or indirectly, a security; nor has or will any security, directly or indirectly, resulted or result from or been or be issued or created in any manner in connection with the contract. The Contractor further represents, warrants and covenants that no right, title, interest or estate, legal, beneficial, equitable or otherwise, in, to or under all or any part of the Contractor, or the contract, and/or the income or profits therefrom (collectively, the "property"), or all or any portion of any of the foregoing (or any interest therein), is presently or shall during the contract term be disposed of in, or made the subject of, any transaction which is regulated by SEC, or is or will come under the control or ownership of a Prohibited Party or any of its affiliates and/or subsidiaries or as a result of any such conveyance or transaction.

The foregoing representations and warranties are continuing.

In the event of any breach or violation of this clause, SEC shall have the right to terminate the contract and to recover all damages suffered or incurred as a result of or in connection with such breach, violation and/or termination.

Persons and entities convicted of fraud and felonies relating to business integrity may not offer on this contract.

H.24 SEC TRADEMARKS

The terms EDGAR and EDGARLink and the EDGAR logo are SEC trademarks registered with the U.S. Patent & Trademark Office. These trademarks cover all forms of written expression, electronic or otherwise, including, without limitation, publications, manuals, pamphlets, brochures, magazines, journals, newsletters, leaflets, and booklets. The Contractor shall not make use of the terms or logo without the prior written approval of the SEC.

H.25 RELEASE OF PROPRIETARY INFORMATION

Anything marked as proprietary by the Contractor will not be released outside the Government (e.g., the SEC, OMB, Congress, and other Government entities) and SEC procurement consultants subject to the restrictions of FAR Parts 3 and 9.

H.26 TRAVEL

The Contractor shall obtain COTR approval of the requirement for travel before any travel commences.

H.27 ORDERING PROCEDURES

Each task order shall:

a. Be issued as a task order on Optional Form 347 (Order for Supplies or Services/Request for Quotations), or on Standard Form 30 (Amendment of Solicitation/Modification of Contract) in the case of a modification to an order

b. Incorporate the terms and conditions of this contract by reference

c. Set forth a detailed statement of work and description of the data requirements to be provided

d. Specify any GFE or GFI applicable to that order

e. Set forth the Government's required delivery or performance date and the place of performance, indicating therein the Contractor's facility to be utilized; and, in the event travel is required in the performance of the work ordered, the locations at which such performance is necessary

f. Set forth the place or places where inspection and acceptance will be made by the Government

g. Set forth the applicable appropriation and accounting data

h. Be signed by the Contracting Officer

i. Contain a travel itinerary if required

2) Under no circumstances shall an order or a modification to an order be issued if the delivery requirements extend beyond 120 days after the expiration of the initial contract or any option year.

3) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum."

4) Except for any limitations on quantities in the Delivery Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

5) Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days after expiration of the initial contract year or any option year.

SECTION I

CONTRACT CLAUSES

I.1 FAR CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were give in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address **http://www.arnet.gov/far**

I.2 FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE	TITLE	Date
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed Or Copied Double-Sided On Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment	JAN 2005
52.215-2	Audit And Records-Negotiation	JUN 1999
52.215-8	Order Of Precedence - Uniform Contract Format	OCT 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

FAR CLAUSE	TITLE	Date
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-To-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions On Certain Foreign Purchases	DEC 2003
52.227-14	Rights in Data – General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data – Special Works	JUN 1987
52.227-18	Rights in Data – Existing Works	JUN 1987
52.227-22	Major System – Minimum Rights	JUN 1987
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.229-3	Federal, State, And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment By Electronic Funds Transfer-Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes (with Alternate I APR 1984)	AUG 1987
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-25	Limitation Of Liability - Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply And Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.3 52.216-18 ORDERING (OCT 1995)

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract expiration.

b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

a. *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b. *Maximum order*. The Contractor is not obligated to honor-
      1. Any order for a single item in excess of $1,000,000.00;
      2. Any order for a combination of items in excess of $5,000,000.00; or
      3. A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

c. If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

d. Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 6 months after expiration of contract.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended contract shall be considered to include this option clause.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 72 months, (6 years).

SECTION J

LIST OF ATTACHMENTS

J.1 AVAILABILITY OF INFORMATION

This section documents the availability of all attachments referenced in, or in support of, sections of the RFP.

Some attachments are available in soft copy through the Internet. They can be found on the SEC's website at www.sec.gov.

J.2 LIST OF ATTACHMENTS

Table J-2 provides a comprehensive list of documents required for delivery. The column header "Available on the SEC Internet Site" indicates whether or not a document is available on the SEC web site for viewing. A dash ('-') indicates that the item is not available on the SEC Internet Site but may be examined at the SEC Operations Center.

Section	Title	Deliverable	Available on the SEC Internet Site
C.3	RFP Cover Letter	-	X
C.3	RFP	-	X
C.3	EDGAR Configuration Management Plan	X	X
C.3	EDGAR Program Management Plan	X	X
C.3	EDGAR Quality Management Plan	X	X
C.3	EDGAR System Development Plan	X	X
C.3	EDGAR Rolling Replacement Plan	X	-
C.3	EDGAR Security Plan	X	
C.3	EDGAR Program Disaster Recovery Plan	X	-
C.4	Monthly Status Report	X	-
C.4	Program Management Review - Minutes and Action Items	X	-
C.4, C.6	Test Analysis Reports	X	-
C.5	Meeting: Bi-weekly Status	-	-
C.5	Meeting: EDGAR Requirements Subcommittee	-	-
C.5	Meeting: Pre-Cutover Coordination	-	-
C.5	Meeting: Program Management Review	-	-
C.5	Meeting: Hardware Change Control Board	-	-
C.5	Meeting: Software Change Control Board	-	-
C.5	Meeting: Data Administration Board	-	-
C.6	Release Schedule	X	-
C.6	EDGAR Functional Requirements Document (FRD)	X	X
C.6	EDGAR Release Functional Requirements Document (RFRD)	X	-

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Section	Title	Deliverable	Available on the SEC Internet Site
P	EDGAR Functional Requirements Traceability Matrix	X	-
C.6	EDGAR Database Specification Document		
C.6	EDGAR Test Plan	X	-
C.6	EDGAR Release Description Document	X	-
C.6	EDGAR Release Design Review	X	-
C.6	System Architecture Document	X	X
C.6	EDGAR Implementation Plan	X	-
C.6	EDGAR Cutover Test Report	X	-
C.6	EDGAR Test Analysis Report	X	-
C.6	EDGAR Risk Assessment	X	-
C.6	EDGAR User Manual - Disclosure and Review	X	-
C.6	EDGAR User Manual - Filer Support Staff	X	-
C.6	EDGAR User's Manual - SEC Staff	X	-
C.6	EDGAR User Manual - Public Reference Room	X	-
C.6	EDGAR User Manual - Appendices	X	-
C.6	EDGAR Filer Manual – General Information (Volume I)	X	X
C.6	EDGAR Filer Manual - EDGAR Filing (Volume II)	X	X
C.6	EDGAR Filer Manual – NSAR Supplement	X	X
C.6	EDGAR XFDL Technical Specification	X	X
C.6	EDGAR XFDL Technical Specification Appendices	X	X
C.6	EDGAR Ownership XML Technical Specification	X	X

Section	Title	Deliverable	Available on the SEC Internet Site
C.6	EDGAR Reduced Content XML Schema files	X	X
C.6	EDGAR Reduced Content XML Stylesheets	X	X
C.6	Form 25-NSE XML Technical Specification	X	X
C.6	Form Type Traceability Database (FTTD)	X	X
C.6	Form Type Processing Matrix (FTPM)	X	X
C.6	EDGAR Operations Manual	X	-
C.6	System/Subsystem Specification Volume I – EDGARLink Software Subsystem	X	X
C.6	System/Subsystem Specification Volume II – EDGARLite Subsystem	X	X
C.6	System/Subsystem Specification Volume III – Filer Web Subsystem	X	X
C.6	System/Subsystem Specification Volume IV – OnLine Web Subsystem	X	X
C.6	System/Subsystem Specification Volume V – Filer Management Subsystem	X	X
C.6	System/Subsystem Specification Volume VI – Leased Line Filer Subsystem	X	X
C.6	System/Subsystem Specification Volume VII – Company Database Subsystem	X	X
C.6	System/Subsystem Specification Volume VIII – System Monitoring Subsystem	X	X
C.6	System/Subsystem Specification Volume IX - Receipt Subsystem	X	X
C.6	System/Subsystem Specification Volume X - Acceptance Subsystem	X	X
C.6	System/Subsystem Specification Volume XI – Filer Notification Subsystem	X	X
C.6	System/Subsystem Specification Volume XII - Pre-Dissemination Subsystem	X	X

Section	Title	Deliverable	Available on the SEC Internet Site
C.6	System/Subsystem Specification Volume XIII – Dissemination	X	X
C.6	System/Subsystem Specification Volume XIV– Text Management Subsystem	X	X
C.6	System/Subsystem Specification Volume XV– CRD Subsystem	X	X
C.6	System/Subsystem Specification Volume XVI– SEC Routing Subsystem	X	X
C.6	System/Subsystem Specification Volume XVII– Fee Subsystem	X	X
C.6	System/Subsystem Specification Volume XVIII– Momentum Client Subsystem	X	X
C.6	System/Subsystem Specification Volume XIX – SEC Workstation Subsystem	X	X
C.6	System/Subsystem Specification Volume XX– Public Reference Room (PRR) Subsystem	X	X
C.6	System/Subsystem Specification Volume XXI – Reporting Subsystem	X	X
C.6	System/Subsystem Specification Volume XXII – Automated Submission Manager Subsystem	X	X
C.6	System/Subsystem Specification Volume XXIII – Data Objects Subsystem	X	X
C.6	System/Subsystem Specification Volume XXIV – Enterprise Data Repository Subsystem	X	X
C.6	System/Subsystem Specification Volume XXV – Infrastructure Subsystem	X	X
C.6	System/Subsystem Specification Volume XXVI – System Cleanup Subsystem	X	X
C.6	System/Subsystem Specification Volume XXVII– System Utilities Subsystem	X	X

Section	Title	Deliverable	Available on the SEC Internet Site
C.6	System/Subsystem Specification Volume XXVIII and counting – As Other Subsystems are Developed	X	-
C.6	EDGAR Software	X	26
C.6	Network Diagrams	X	-
C.6	Equipment Inventory	X	-
N/A	EDGAR Annual Service and Maintenance Agreements	-	-
N/A	Sun/FTX Operations Manual	-	-

Table J-1. Descriptive Attachment

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[26] The current EDGAR software is GFE to the winning bidder.

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICE TO CONTRACTORS

Section L is still being drafted.

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SECTION M

EVALUATION FACTORS FOR AWARD

The evaluation methodology is still being developed, but the following evaluation factors are being considered for award:

Non-price factors:

Factor 1: Technical and strategic expertise in enhancement and modernization of the EDGAR System, such as:

- Continued revisions to the types of information disclosed (for example, changes to executive compensation related filings).
- Substantial consolidation of the hundreds of forms and form types currently accepted by EDGAR.
- Conversion of an increasing amount of filed information to structured, interactive formats, building on the XML- and XBRL-based filing regimes already in place.
- More robust use of metadata to describe specific characteristics of filings and registrants, and provide more effective searching and analysis.
- Restructuring of the data formats and transmission protocols used in disseminating filings to the public.
- Incorporation of improved tools for SEC staff to search and analyze filings, and manage workflow.
- Improved means of authenticating filers and filings.
- Reengineering of the system's data architecture to accommodate increasingly data-intensive filings.
- Ability to effectively identify and communicate to SEC technical and management personnel potential EDGAR enhancement and modernization initiatives.

Factor 2: Technical understanding and solution for operation and maintenance of the EDGAR system.

Factor 3: Personnel

- Key personnel resumes
- Organizational chart detailing the depth of resources available

Factor 4: Corporate Experience for Factor 1 and 2 areas

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Factor 5: Past performance for Factor 1 and 2 areas, plus certifications, quality recognition, and awards received.

Price factor: Price

The SEC will conduct a best value tradeoff to determine who will be awarded the contract. In doing so, the SEC may award to other than the lowest priced offer or other than the highest technically rated offer. Factor 1 is more important than Factor 2. Factor 2 is more important than Factors 3 through 5. Factors 3 through 5 are of equal importance. Non-price factors, together, are significantly more important than the price factor.